

## CAPITAL LEASE AGREEMENT

THIS AGREEMENT, is made and entered into as of July 15, 1995, effective July 27, 1995 (the "Effective Date"), by and between the CITY OF PITTSBURGH (the "Lessor") having an office at City County Building, Pittsburgh, Pennsylvania 15219;

A  
N  
D

THE PITTSBURGH WATER AND SEWER AUTHORITY, having its principal office at 441 Smithfield Street, Pittsburgh, Pennsylvania 15222 (the "Lessee").

### WITNESSETH:

WHEREAS, the Lessor desires to lease to Lessee and the Lessee desires to lease from Lessor, certain assets located in and around the City of Pittsburgh and used in connection with the operation of a water and sewer system by the Lessee under a Lease and Management Agreement dated March 29, 1984 (the "Lease and Management Agreement"), as more fully described herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto, intending to be legally bound hereby, do hereby agree as follows:

1. Termination of Existing Lease. Lessor and the Lessee hereby agree that on the Effective Date of this Lease, the Lease and Management Agreement shall terminate by mutual agreement of the Lessor and the Lessee and all obligations of either party thereunder shall cease.

2. Demise of Premises and Assignment of Contracts.

a. The Lessor hereby demises and lets to the Lessee, and the Lessee hereby takes and leases from the Lessor, for the term and upon the provisions hereinafter specified, the following described property (collectively the "Leased Property"): (i) the entire network of water and sewage transmission pipelines as detailed on the Lessee's engineering maps, all water storage facilities (collectively the "System") and certain land and buildings (the "Real Property"), both the System and the Real Property are more fully described on Exhibit A hereto, (ii) all fixtures relating to the Real Property, (iii) all equipment used in connection with or related to the operation of the System (the "Equipment"), (iv) all water and sewage transmission pipelines dedicated by builders or developers subsequent to the Effective Date and all assets associated with or used in connection with such pipelines, (v) all spare parts wherever

*partial Exhibit A  
only.*

located and used in connection with the operation of the Equipment, and (vi) all inventory used in connection with the operation of the Equipment; provided, however, that the Leased Property shall not include the assets set forth on Exhibit B hereto.

b. Lessor hereby assigns to Lessee and Lessee hereby assumes all contracts, leases, permits, licenses and other instruments (collectively, the "Contracts") used in connection with the operation of the System, including but not limited to those listed on Exhibit A hereto. Anything in this Agreement to the contrary notwithstanding, this Agreement shall not constitute an agreement to assign any contract or any right or benefit arising thereunder or resulting therefrom if an attempted transfer or assignment thereof, without the consent of a third party thereto, would constitute a breach thereof or in any way affect the rights of Lessor or Lessee thereunder. If such consent is not obtained, or if an attempted transfer or assignment thereof would be ineffective or would affect the rights of Lessor thereunder so that Lessee would not in fact receive all such rights, Lessor shall cooperate with Lessee in any arrangement designed to provide for Lessee the benefits under any such contracts, or any claim or right or any benefit arising thereunder or resulting therefrom, including, without limitation, enforcement for the benefit of Lessee of any and all rights of Lessor against a third party thereto arising out of the breach or cancellation by such third party or otherwise.

c. Other than liabilities arising out of operation of the Leased Premises or the Contracts subsequent to the Effective Date, Lessee does not, pursuant to this Lease, assume any liabilities or obligations of Lessor.

### 3. Term.

(a) Subject to the provisions hereof, the Lessee shall have and hold the Leased Property for a term commencing as of July 15, 1995 and ending on September 1, 2025 at 12:00 midnight (the "Term").

(b) At the expiration of the Term the Lessee shall have the option to acquire all of the Leased Property from the Lessor in consideration of the payment of one dollar (\$1.00) in immediately available funds by the Lessee to the Lessor.

4. Rent. The Lessee shall pay to the Lessor as rent for the Term the total sum of One Hundred One Million Four Hundred Sixteen Thousand Nine Hundred Seventy-Four Dollars and Sixty Cents (\$101,416,974.60) as follows:

(a) The Lessee on the scheduled payment dates shall pay to the Lessor in immediately-available funds the following amounts (the "Capital Lease Payments"):

<u>Payment Date</u>	<u>Payment Amount</u>
July 27, 1995	\$35,000,000
January 2, 1996	\$20,000,000

August 1, 1996  
January 2, 1997

\$20,000,000  
\$21,017,249.60

(b) The Lessee shall receive a credit of Five Million Three Hundred Ninety-Nine Thousand Seven Hundred Twenty-Five Dollars (\$5,399,725) based on prepayments calculated under generally accepted accounting principles at December 31, 1994 and made under the Lease and Management Agreement prior to the Effective Date (the "Credit").

The Capital Lease Payments and the Credit are collectively referred to herein as the "Rent."

5. Bond Contingency. It is expressly agreed by the Lessor that the obligations of the Lessee hereunder are contingent on the Lessee's successful issuance of the Lessee's \$103,020,000 aggregate principal amount Water and Sewer System Subordinate Revenue Bonds, Series B of 1995 (the "Bonds") to finance this Lease. If for any reason the Lessee is unable to issue the Bonds, the Lease and Management Agreement shall remain in full force and effect unmodified by this Lease.

From and after the issuance of the Bonds, the Lessor shall not take any actions that will adversely affect the tax exempt status of the Bonds.

6. Use of Leased Premises: Quiet Enjoyment.

(a) The Lessee may occupy and use the Leased Property in order to provide water and sewer services and services incidental thereto to customers in and around the City of Pittsburgh and other purposes consistent with the public purposes of the Lessee. Lessee shall not use or occupy or permit any Leased Property to be used or occupied, nor do or permit anything to be done in or on any of the Leased Property, in a manner which would materially violate any law or legal requirement.

(b) Subject to the provisions hereof, so long as no Event of Default has occurred and is continuing, Lessor covenants to do no act to disturb the peaceful and quiet occupation and enjoyment of the Leased Property by Lessee, provided that Lessor may enter upon and examine any of the Property at such reasonable times as Lessor and Lessee based upon their mutual convenience may select for the purpose of inspecting the Leased Property, verifying compliance or non-compliance by Lessee with its obligations hereunder and the existence or non-existence of any Event of Default or event which with the passage of time and/or notice would constitute an Event of Default.

(c) During the term of this Lease, Lessor covenants not to assign, sell, convey or transfer any right, title or interest in or to the Leased Property or create, incur, assume or suffer to exist, directly or indirectly, any lien, encumbrance or security interest of any kind on the Leased Property, other than the encumbrances set forth on Exhibit D hereto or other encumbrances existing as of the Effective Date that do not materially detract from the value or

interfere with the present use of any of the Leased Property or otherwise materially impair its intended use.

7. Representations and Warranties of the Lessor. The Lessor hereby represents and warrants to the Lessee the following:

(a) Organization; Power; Good Standing. The Lessor has all requisite power and authority to own, operate and lease its properties, to carry on its business as now being conducted and to enter into this Lease and perform its obligations hereunder.

(b) Authority Relative to Lease. The execution, delivery and performance of this Lease by the Lessor will have been duly and effectively authorized by all necessary action by the Lessor. This Lease has been duly executed by the Lessor and is a valid, legally binding and enforceable obligation of the Lessor.

(c) Effect of Lease. The execution, delivery and performance of this Lease by the Lessor and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or public authority (other than the City Council of the Lessor); (ii) violate, with or without the giving of notice or the passage of time, or both, any provisions of law or statute or any rule, regulation, order, award, judgment or decree of any court or governmental authority applicable to the Lessor; or (iii) conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the Leased Property pursuant to any charter, bylaw, indenture, mortgage, lease, contract, agreement or other instrument, or any order, judgment, award, decree, statute, ordinance, regulation or any other restriction of any kind or character, to which the Lessor is a party, or by which the Lessor or any of the Leased Property may be bound.

(d) Absence of Certain Changes or Events. Except as otherwise disclosed in Exhibit C hereto, with regard to the Leased Property and the Contracts, the Lessor has not:

(i) mortgaged, pledged or subjected to any lien, charge, security interest or to any other encumbrance any of the Leased Property or the Contracts (whether tangible or intangible); and

(ii) suffered any material casualty loss or damage to the Leased Property, whether or not such loss or damage shall have been covered by insurance.

(e) Title to Properties; Absence of Liens and Encumbrances; Leases.

(i) The Lessor has good and marketable title to all of the Real Property and good title to all of the Leased Property, tangible and intangible, free and clear of

all claims and encumbrances (including all property reflected in Exhibit A hereto), other than (i) as specifically disclosed in Exhibit D hereto, and (ii) such imperfections of title, easements, liens, pledges, charges and encumbrances, if any, as do not materially detract from the value or interfere with the present use of any of the Leased Property or otherwise materially impair its intended use;

(ii) All leases and easements pursuant to which the Lessor, leases or uses any real or personal property included in the Leased Property are valid and binding against the Lessor, in accordance with their terms and there is not under any of such leases or easements any existing default by the Lessor, event of default by the Lessor, or event which with notice or lapse of time, or both, would constitute a default by the Lessor (and in respect of which the Lessor has not taken adequate steps to prevent such a default or event of default from occurring). Except as set forth on Exhibit D hereto, none of the rights of the Lessor under any of such leases or easements is subject to termination or modification as the result of the transactions contemplated hereby.

(f) Contracts. To the knowledge of Lessor, all of the Contracts are valid and enforceable in accordance with their terms against Lessor and against the other parties to such Contracts in all material respects.

(g) List of Properties, Contracts and Other Data. Exhibit A hereto is a list setting forth the Leased Property and the Contracts.

(h) Litigation. Except as disclosed in Exhibit E hereto, there are no claims, actions, suits, proceedings or investigations pending or, to the Lessor's knowledge, threatened against or affecting the Leased Property or the Contracts at law or in equity or in admiralty, or before or by any federal, state, municipal or governmental or nongovernmental department, commission, board, bureau, agency or instrumentality, United States or foreign which would have a material adverse effect on the Leased Property or the Contracts.

(i) Licenses; Permits; Authorization. Exhibit F hereto is a description of all approvals, authorizations, consents, licenses, orders and permits of all governmental agencies, whether United States, state or local, issued to or in favor of the Lessor with respect to the operation of the Leased Property.

(j) Environmental Matters.

(i) In connection with the Leased Property, there are no unresolved notices of violation, orders, claims, citations, complaints, penalty assessments, suits or other proceedings, administrative, civil, criminal, at law or in equity, pending against the Lessor and, to the knowledge of the Lessor, no investigation or review is pending or threatened against the Lessor by any governmental entity or third party with respect to any alleged violation of any federal, state or local environmental law, regulation, ordinance, standard, permit or order in connection with the conduct of the System.

(ii) In connection with the operation of the Leased Property to the Lessor's knowledge, the Lessor is not in violation of any environmental law.

(iii) Since 1987, except as reported on The Superfund Amendments and Reauthorization Act of 1986, Title III, Section 313, Toxic Release Inventory Reporting Form Rs ("Toxic Substance Release Reports"), to the Lessor's knowledge, no hazardous, toxic or polluting substances have been released, discharged or disposed of at or from property now or formerly owned or operated by the Lessor and part of the Leased Property.

(iv) Except as listed on Exhibit G hereto, to the Lessor's knowledge, there are no outstanding public notices regarding noncompliance with applicable state and federal Safe Drinking Water Act rules and regulations, no temporary emergency actions, no public notices regarding lead, nor any variances or exemptions from MCL's or treatment techniques.

(v) Notwithstanding anything herein to the contrary, Lessor shall notify Lessee of any violation, orders, claims, citations, complaints, penalty assessments, suits or other proceedings, administrative, civil, criminal, at law or in equity, Lessor receives in connection with the Leased Property.

8. Representations and Warranties of the Lessee. The Lessee represents and warrants to the Lessor as follows:

(a) Organization; Good Standing; Power. On the Closing Date the Lessee will be a municipal authority duly organized, validly existing and in good standing under the laws of the Commonwealth of Pennsylvania and will have all requisite power and authority to own, lease and operate its properties and the Leased Property to carry on its business as now being conducted and the business conducted in connection with the Leased Property and to enter into this Lease and perform its obligations.

(b) Authority Relative to Lease. On the Closing Date, the execution, delivery and performance of this Lease and the transactions contemplated hereby and thereby by the Lessee will have been duly and effectively authorized and ratified by all necessary action by the Lessee. This Lease has been duly executed by Lessee and is a valid, legally binding and enforceable obligation of Lessee.

(c) Effect of Lease. The execution, delivery and performance of this Lease and the consummation of the transactions contemplated hereby will not (i) require the consent, approval or authorization of any person, corporation, partnership, joint venture or other business association or other public authority (other than the Board of the Lessee); (ii) violate, with or without the giving of notice or the passage of time, or both, any provisions of law or statute or any rule, regulation, order, award, judgment or decree of any court or governmental authority applicable to the Lessee; or (iii) conflict with or result in a breach or termination of any provision of, or constitute a default under, or result in the creation of any lien, charge or encumbrance upon any of the properties or assets of the Lessee pursuant to any indenture,

corporate charter, bylaw, mortgage, deed of trust, lease, contract, agreement or other instrument or any order, judgement, award, decree, statute, ordinance, regulation or any other restriction of any kind or character, to which the Lessee is a party, or by which the Lessee or any of its assets or properties may be bound.

(d) Litigation. Except as described on Exhibit H hereto, there are no claims, actions, suits, proceedings or investigations pending against the Lessee, or to the best of Lessee's knowledge, threatened, that would have a material adverse effect on the transaction contemplated hereby.

9. Transactions prior to the Effective Date.

(a) Permits. From and after the date hereof, the Lessor shall, upon the Lessee's reasonable request, provide reasonable assistance to the Lessee in obtaining transfer of any environmental or operating permits and licenses issued or held by the Lessor and necessary for the Lessee to conduct its operations with the Leased Property.

(b) Consents. The Lessor agrees that it shall obtain prior to the Effective Date all material consents, assignments, and approvals as may be required in order to enable it to perform its obligations hereunder, including, but not limited to, all material consents and approvals required to permit it to make the transfers to the Lessee contemplated herein so that the Lessee may enjoy after the Effective Date all rights and benefits presently enjoyed by the Lessor with respect to the Leased Property.

10. Additional Condition Precedent. The obligations of Lessee under this Lease are subject to the satisfaction at or prior to the Effective Date that all consents required to assign the Contracts to Lessee shall have been obtained.

11. Compliance with Laws. The Lessee shall, at its expense, materially comply with and conform to all legal requirements placed on the Leased Property during the Term, including all applicable environmental laws; unless the Lessee is contesting the requirement in good faith by appropriate legal proceedings promptly initiated and diligently prosecuted.

12. Maintenance and Repair. The Lessee shall at all times maintain the Leased Property in as good condition as it is in on the date hereof, ordinary wear and tear excepted. The Lessee shall take every other action necessary or appropriate for the preservation and safety of the Leased Property. The Lessee shall promptly make all alterations of every kind and nature, whether foreseen or unforeseen, which may be required to comply with the foregoing requirements of this Paragraph 12 or any authority having jurisdiction over the Lessee or the Leased Property.

13. Indemnification of the Lessor. Subject to the terms of the Cooperation Agreement dated June 15, 1995 between the Lessor and the Lessee, pursuant to which the Lessor has agreed to provide certain services to the Lessee in connection with the operation of the Leased Property (the "Cooperation Agreement"), the Lessee agrees to indemnify and hold the Lessor harmless against and in respect of:

(a) all obligations and liabilities of the Lessee relating to the Leased Premises, whether accrued, absolute, fixed, contingent or otherwise, occurring after the Effective Date of this Lease;

(b) any loss, liability or damage suffered or incurred by the Lessor because of a breach of any obligation of the Lessee incurred under this Lease, or because any representation or warranty by the Lessee contained herein shall be false as of the Effective Date;

(c) all reasonable costs and expenses (including attorney's fees) incurred by the Lessor in connection with any action, suit, proceeding, demand, assessment or judgment for which the Lessor is entitled to indemnification under this Paragraph 13.

14. Indemnification of the Lessee. Subject to the terms of the Cooperation Agreement, the Lessor agrees to indemnify and hold the Lessee harmless against and in respect of:

(a) all obligations and liabilities of the Lessor relating to the Leased Premises, whether accrued, absolute, fixed, contingent or otherwise, occurring before the Effective Date of this Lease;

(b) any loss, liability or damage suffered or incurred by the Lessee because of a breach of any obligation of the Lessor incurred under this Lease, or because any representation or warranty by the Lessor contained herein shall be false as of the Effective Date;

(c) all reasonable costs and expenses (including attorney's fees) incurred by the Lessee in connection with any action, suit, proceeding, demand, assessment or judgment for which the Lessee is entitled to indemnification under this Paragraph 14.

15. Insurance. (a) The Lessee shall maintain the following insurance on or in connection with the Leased Property:

(i) Insurance against loss or damage to the Real Property and the System by fire and other risks from time to time included under standard extended and additional extended coverage policies, including vandalism and malicious mischief, sprinkler, and, to the extent any of the Leased Property is in a flood zone, flood insurance in amounts not less than the actual replacement value of the Real Property and the System, excluding footings and foundations and other parts of the Real Property which are not insurable (or, in the case of plate

glass insurance, the replacement cost of all plate glass in the Leased Property). Such policies shall contain replacement cost endorsements.

(ii) General public liability insurance against claims for bodily injury, death or property damage occurring on, in or about any of the Leased Property, in an amount not less than \$1,000,000 for bodily injury or death to any one person, not less than \$1,000,000 for bodily injury or death in any one accident, and not less than \$2,000,000 for property damage.

(iii) Worker's compensation insurance covering all persons employed by the Lessee in connection with any work done on or about any of the Leased Property for which claims for death or bodily injury could be asserted against the Lessor, the Lessee or any of the Leased Property or, in lieu of such worker's compensation insurance, a program of self-insurance complying with the rules, regulations and requirements of the appropriate agency of the Commonwealth of Pennsylvania.

(iv) Such other insurance on or in connection with any of the Leased Property as the Lessor may reasonably require, which at the time is commonly obtained in connection with properties similar to the Leased Property.

16. Casualty. If any casualty occurs, the Lessee shall give the Lessor immediate notice thereof. The Lessee is hereby authorized to adjust, collect and compromise, in its discretion and upon notice to the Lessor, all claims under any of the insurance policies required by Paragraph 15 and to execute and deliver on behalf of the Lessor all necessary proofs of loss, receipts, vouchers and releases.

17. Events of Default and Remedies.

(a) If any one or more of the following events (an "Event of Default") shall happen:

(i) Failure by the Lessee to make due and punctual payments of all or any portion of the Rent as and when the same shall be due and payable as provided in other provisions of this Lease and such failure shall continue for ten (10) days after receipt of notice thereof from the Lessor to the Lessee; or

(ii) Failure by the Lessee to materially perform and comply with any of the other agreements, terms, covenants, or conditions of this Lease within a period of thirty (30) days after notice from the Lessor to the Lessee specifying that such items are in default; provided that, if such failure is not susceptible of being cured with due diligence within such thirty (30) day period, the time allowed the Lessee to cure such failure shall be extended for such period as may be reasonably necessary so long as the Lessee promptly makes all efforts to complete such cure with all due diligence; provided, further, that if such failure shall subject the Leased Property to any risk of seizure, foreclosure, forfeiture or shall subject the Lessor to

any risk of default under any other leases, mortgages or agreements of which the Lessee has been given notice or of criminal prosecution, the time allowed hereunder for curing such failure shall immediately and without further notice cease notwithstanding anything to the contrary contained in this Lease; or

(iii) The Lessee shall make a general assignment for the benefit of creditors; or

(iv) The Lessee shall file any voluntary petition in bankruptcy or an involuntary petition shall be filed by the creditors of the Lessee, which involuntary petition shall remain undischarged for a period of ninety (90) days; or

(v) A receiver shall be employed or appointed to take possession of substantially all of the assets of the Lessee, which receivership shall remain undissolved for a period of ninety (90) business days after creation thereof; or

(vi) The Lessee shall admit in writing its inability to pay its debts as they become due, or the Lessee shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or the Lessee shall file an answer admitting or failing timely to contest a material allegation of a petition filed against the Lessee in any such proceeding or, within sixty (60) days after the commencement of any proceeding against the Lessee seeking any reorganization, or arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statutes, law or regulation, such proceeding shall not have been dismissed;

then in any such event, the Lessor shall have all rights or remedies available to the Lessor at law or in equity, including specific performance.

(b) No failure by the Lessor to insist upon the strict performance of any agreement, term, covenant or condition hereof or to exercise any right or remedy consequent upon a breach thereof, and no acceptance of full or partial rent during the continuance of any such breach, shall constitute a waiver of any such breach of such agreement, term, covenant or condition. No waiver of any breach shall affect or alter this Paragraph but each and every agreement, term, covenant and condition hereof shall continue in full force and effect with respect to any other then existing or subsequent breach hereof.

(c) Each right and remedy provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by the Lessor of any one or more of the rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by the Lessor of any or all other rights or

remedies provided for in this Lease or now or hereafter existing in law, in equity, under any statute or otherwise.

18. Miscellaneous.

(a) Survival of Representations. All representations, warranties and agreements made by the Lessor and the Lessee in this Lease or in any exhibit, certificate, document or instrument delivered pursuant to the provisions hereof or in connection with the transactions contemplated hereby, and the remedies of the Lessee and the Lessor with respect thereto, shall survive the termination of this Lease for a period of five (5) years.

(b) Waivers and Amendment.

(i) The Lessor or the Lessee may, by written notice to the other may, (i) extend the time for the performance of any of the obligations or other actions of the other; (ii) waive any inaccuracies in the representations or warranties of the other contained in this Lease; (iii) waive compliance with any of the covenants of the other contained in this Lease; and (iv) waive or modify performance of any of the obligations of the other.

(ii) This Lease may be amended, modified or supplemented only by a written instrument executed by all the parties hereto. Except as provided in the preceding sentence, no action taken pursuant to this Lease, including, without limitation, any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach.

(c) Expenses. Whether or not the transactions contemplated by this Lease are consummated, the Lessee shall be responsible for the fees and expenses of its counsel, accountants, other experts and all other expenses incurred by it incident to the negotiation, preparation and execution of this Lease, and the Lessor shall be responsible for any and all such fees and expenses incurred by it incident to the negotiation, preparation and execution of this Lease and the performance by it of its obligations hereunder.

(d) Occurrences of Conditions Precedent. Each of the parties hereto agrees to use its best efforts to cause all conditions precedent to its obligations under this Lease to be satisfied.

(e) Notices. All notices, requests, demands and other communications which are required or may be given under this Lease shall be in writing and shall be deemed to have been duly given if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid:

(a) If to the Lessor to:  
City of Pittsburgh  
City County Building

Pittsburgh, PA 15219  
Attention: City Solicitor

- (b) If to the Lessee to:  
The Pittsburgh Water and Sewer Authority  
441 Smithfield Street  
Pittsburgh, PA 15222  
Attention: Executive Director

or to such other address as any party shall have specified by notice in writing to the other.

(f) Entire Agreement. This Lease and the Exhibits hereto constitute the entire agreement between the Lessee and the Lessor with respect to the subject matter hereof.

(g) Binding Effect; Benefits. This Lease shall inure to the benefit of and be binding upon the parties hereto and their successors; nothing in this Lease, expressed or implied, is intended to confer on any other person other than the parties hereto, or their successors, any rights, remedies, obligations or liabilities under or by reason of this Lease.

(h) Non-assignability. This Lease and any rights pursuant hereto shall not be assignable by either party without the prior written consent of the other and any assignment in violation hereof shall be null and void and of no force and effect.

(i) Applicable Law. This Lease and the legal relations between the parties hereto shall be governed by and in accordance with the laws of the Commonwealth of Pennsylvania.

(j) Section and Other Headings. The section and other headings contained in this Lease are for reference purposes only and shall not affect the meaning or interpretation of this Lease.

(k) Counterparts. This Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

(l) Recordation. Lessor and Lessee agree to execute contemporaneously herewith a Memorandum of Lease for recordation in the Office of the Recorder of Deeds of Allegheny County, Pennsylvania, in lieu of this Lease.

(m) Further Assurances. The parties hereto each agree to execute, make, acknowledge and deliver such instruments, agreements, assignments, other instruments of title and conveyances and other assurances and documents as may be required to effectuate the purposes of this Capital Lease Agreement and to consummate the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,  
have duly executed and delivered this Lease as of the date first above written.

ATTEST:

Lozan A. Nunez  
~~Secretary~~ Treasurer

THE PITTSBURGH WATER AND  
SEWER AUTHORITY

By:

Joseph P. Patton Jr  
Chairman

ATTEST:

M. Linda Langewere  
Secretary to the Mayor

CITY OF PITTSBURGH

By:

F. M. G.  
Mayor

Approved as to Form:

Suzanne K. Brown  
City Solicitor

Countersigned:

By:

James Holcomb  
City Controller

Approved as to form:  
Of Mr. McCamey & Chilcote, P.C.  
Sent by to the Controller  
City of Pittsburgh

Kimberly L. Roberts

## EXHIBITS

- A. Leased Property and Contracts.
- B. Excluded Assets
- C. Description of certain recent changes or events affecting the Lessor.
- D. Description of liens, security interests and encumbrances on property.
- E. Description of litigation involving the Leased Property.
- F. List of approvals, authorizations, consents, licenses and permits required in connection with the operation of the business.
- G. Environmental Matters.
- H. Description of litigation against the Lessee.

**EXHIBIT A**

### Exhibit A

The System includes the plants and equipment, structures, facilities, lands, easements, rights of way, water lines and sewer lines, patents, copyrights, contracts with municipalities or authorities outside the boundaries of the City, water treatment plants, pumping facilities, reservoirs, storage tanks, distribution mains, service lines and appurtenances, sewers, inlets, manholes, diversion structures, pumping stations and force mains, including but not limited to the properties and contracts set forth in Exhibit A.

**PITTSBURGH WATER & SEWER AUTHORITY**  
**FACILITY BLOCK & LOT NUMBERS, DEED REGISTRY RECORDS**  
**DEC PROJECT NO. 95700**

**1) WATER TREATMENT PLANT**

Block & Lot No. 171-B-1  
Deed Book Volume 1092, Page 542

No. 1: Nov. Term 1901 U.S. Court  
Confirmed 5-5-1902 (32 Acres) + (7 Acres)

No. 36: May Term 1905 U. S. Court  
Confirmed 1-14-1906

City of Pittsburgh Ordinance No. 12	Passed	05-27-1904
Volume 16, Page 65 (55 Acres) + (21.57 Acres)		
Deed Book Volume 1092, Page 542	Passed	12-06-1900
(47 1/2 Acres) ÷ (3 1/2 Acres)		

From the PA. Railroad to City of Pittsburgh		
Deed Book Volume 2841, Page 315		05-02-1945
1,326 Acres Subject to PA Route #70 Relocation		

Part Sold to U.R.A.		
Block & Lot No. 171-F-50	Deed Date 11-21-1977	
59.12 Acres Deed Book Volume 5701, Page 983		09-03-1975

**2) CENTRAL WAREHOUSE - 25th Street**

Block & Lot No. 25-P-3		
Deed Book Volume 3628, Page 125		08-22-1957

**3) ALLENTOWN TANKS**

Block & Lot No. 3-J-180		
Deed Book Volume 2523, Page 386		10-31-1935

Condemnation Proceedings No. 4822	January Term 1928 (Docket "D")	
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- 4) **GARFIELD TANK**  
 Block & Lot No. 50-H-334  
 Deed Book Volume 3692, Page 562 04-01-1958  
 Vacating 20' & 10' Ways Ordinance # 160 04-14-1958  
 Part Sold to Housing Authority  
 Block & Lot No. 50-H-333 Lot 60'x 52'x 45'x 52.24 03-23-1959
  
- 5) **SQUIRREL HILL TANKS**  
 Block & Lot No. 55-M-306  
 Deed Book Volume 2567, Page 114 01-30-1937  
 For difference see Ordinance No. 41 01-27-1939  
 Condemnation for Water System See Survey Plan No. 2963  
 Treasurer Deed Book No. 5, Page 349 12-30-1948
  
- 6) **HIGHLAND PARK RESERVOIR Nos. 1 & 2**  
 Block & Lot No. 82-H-1  
 Deed Book Volume 907, Page 197 06-26-1895  
 Deed Book Volume 296, Page 49 03-28-1872  
 Deed Description (See Highland Park File)  
 Vacating Serpentine Drive, Ordinance No. 417 09-20-1966
  
- 7) **Mc NAUGHER RESERVOIR**  
 Block & Lot No. 46-L-240  
 Deed Book Volume 2333, Pages 138, 139, 140, 141, 142  
 Lots taken by Condemnation Lot Nos. 238 to 241, and 272  
 Ordinance Book No. 39, Page 87 Approved 06-30-1927  
 April Term 1928 C.P. No. 3323

Vacating and Relocating Glenrose Avenue  
Old Allegheny Ordinance Approved

09-22-1898

Vacating Lafayette Avenue Ordinance No. 774

12-01-1927

Part sold out of deed  
Block & Lot No. 46-L-187  
Deed Book Volume 4059, Page 374  
Deed Date January 11 & May 13, 1963

8) **BRASHEAR TANKS**

Block & Lot No. 162-S-25  
Deed Book Volume 833, Page 600

05-22-1893

Deed made out to City of Allegheny

Mountain Street vacated by virtue of the City of Pittsburgh using the property as a reservoir.

9) **SPRING HILL TANKS**

Block & Lot No. 47-P-271  
Deed Book Volume 2358, Page 228  
Deed Book Volume 543, Page 505

04-05-1928  
09-25-1886

10) **HERRON HILL RESERVOIR & TANK**

Block & Lot No. 26-P-250  
Deed Book Volume 296, Page 331  
Deed Book volume 292, Page 227

05-06-1872  
06-29-1872

11) **LINCOLN TANK**

Block & Lot No. 173-6-104  
Deed Book Volume 2647, Page 3

11-16-1930

12) LAMPHER RESERVOIR

Block & Lot No. 119-B-300

Deed Book Volume - - - - Page - - - -

C.P.C.

82	March Term	1912	83	March Term	1912
84	March Term	1912	95	March Term	1912
86	March Term	1912	93	March Term	1912
87	March Term	1912	92	March Term	1912
96	March Term	1912	2338	January Term	1913
88	March Term	1912	2340	January Term	1913
91	March Term	1912	85	March Term	1913

34,2236 Acres

13) HERRON HILL PUMP STATION

Block & Lot No. 27-D-35

Deed Book Volume 409, Page 141 10-17-1879

Deed Book Volume 957, Page 195 10-30-1896

Deed Book Volume 972, Page 197 06-19-1897

Parts sold out of deed:

Deed Book Volume 2443, Page 435 05-06-1931

Deed Book Volume 2538, Page 532 03-31-1931

For difference see:

Ordinance No. 528 10-15-1931

Ordinance No. 369 11-29-1904

14) BRILLIANT PUMP STATION

Block & Lot No. 122-L-50

Deed Book Volume 907, Page 197 06-26-1895

Deed Book Volume 296, Page 49 03-28-1872

Deeds read to Allegheny River. Additional land acquired by U.S. Harbor line. Larger part of this acreage used by Highland Park and Allegheny Valley Railroad.

15) **LINCOLN PUMP STATION**

Block & Lot No. 123-R-12

Deed Book Volume . . . . , Page . . . .

Taken by Condemnation City Ordinance No. 174

Old Deed: 1969, Page 112

2903, Page 695

2770, Page 242

04-11-1950

07-01-1947

08-27-1946

09-16-1943

16) **HIGHLAND PARK PUMP STATION**

Block & Lot No. 82-H-1

Deed Book Volume 907. Page 197

Deed Book Volume 296. Page 49

(See No. 14 Brilliant Pump Station)

17) **MISSION PUMP STATION**

Block & Lot No. 12-P-152

Deed Book Volume 3825. Page 512

06-15-1946

18) **HOWARD STREET PUMP STATION**

Block & Lot No. 46-S-87

Deed Book Volume 1192. Page 10

Deed Book Volume 712. Page 262

Deed Book Volume 704. Page 65

Deed Book Volume 434. Page 187

02-27-1902

06-25-1890

05-05-1890

10-19-1881

Deed overall 143 x 85.083 x ? x 80 x 95 x 30 x 66 x ? x 102  
Subject to widening of Howard and Compromise Street

19) SALINE STREET PUMP STATION

Block & Lot No. 54-F-6

Deed Book Volume 1942, Page 14

Deed Book Volume 1306, Page 137

09-28-1917

06-16-1902

Parts conveyed out by deeds:      30 x 30 x 30 x 30  
   127.95 x 90 x 90

Part taken for widening Saline Street

Part vacated by condemnation proceedings: #786 April, 1901 C.P. No. 1

Part taken from Penn Lincoln Parkway:      10.95 Acres assessed in 15th Ward  
   - 2.50 Acres taken for highway

Leaves      8.45 Acres in the 15th Ward

Vacated Ronald Street

Ordinance No. 142

04-21-1965

20) EVERGREEN SEWER PUMP STATION

Block & Lot No. 163-6-23

Deed Book Volume 3261, Page 186

03-28-1953

Condemnation Ordinance No. 648

12-14-1951

Sewer Pump Station Built 1953

21) RODGERS STREET SEWER PUMP STATION

Block & Lot No. 184-P-35

Deed Book Volume . . . . , Page . . . .

Deed Book Volume 1169, Page 485 (Old Deed)

6-06-1950

02-24-1902

Sewer Pump Station Built 1942

22) **MIFFLIN ROAD**

Block & Lot No. 243-G-144

Deed Book Volume . . . . , Page . . . .

12-19-1950

Sewer Pump Station, Built 1951

23) **BROWNS HILL SEWER PUMP STATION**

Block & Lot No. 89-C-64

Deed Book Volume 2619

Page 87

12-16-1938

R/W for Homestead High Level Bridge, Allegheny County  
Grand Jury Map No. 2775

Sewer Pump Station, Built 1970

LEASE AND MANAGEMENT AGREEMENT

Made March 29, 1984 but effective as of May 1, 1984 between the City of Pittsburgh, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter called the "City") and The Pittsburgh Water and Sewer Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania (hereinafter called the "Authority").

WHEREAS, the City has heretofore operated extensive water and sewer systems; and

WHEREAS, a capital improvement program is required to insure the continued satisfactory operation of the water and sewer systems; and

WHEREAS, it has been determined after extensive study and investigation that the best interests of the citizens of Pittsburgh will be served by the implementation of a seven (7) year capital improvement program for the water and sewer systems to be financed by the issuance of Authority revenue bonds; and

WHEREAS, the Authority and the City desire to enter into an Agreement whereby (1) the City will lease its existing water and sewer systems to the Authority and (2) thereafter the Authority will operate and

maintain said systems and (3) the Authority will designate the City as its agent to perform the services described in (2) above in order to provide essential protection to the holders of water revenue bonds of the Authority; to assure the continuation of adequate and efficient water and sewer service to consumers; and to secure a continuation of the efficient and economical administration and operation of said systems; and

WHEREAS, the City is willing to manage the water and sewer systems to be acquired by the Authority hereby, to the extent and upon the terms hereinafter provided.

NOW THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

1. Definitions:

"Additional Payments" shall mean an annual payment from the Authority to the City in consideration of this Lease.

"Capital Expenses" shall mean all expenditures made by the Authority or by the City, acting as agent for the Authority, in carrying out the Construction Project and any Capital Additions to the Water and Sewer System except for those hereinafter excluded. These expenditures shall include but not be limited to all engineering expenses whether undertaken by City employees or subcontracted by the City on behalf of the Authority.

"City General Obligation Debt" shall mean those existing debt obligations of the City allocable to the Water and Sewer System. A list thereof is attached hereto as Exhibit A.

"Direct Expenses" shall mean all expenses incurred by the City's Water Department and Public Works Department in the operation and maintenance of the Water and Sewer System.

"Indirect Expenses" shall mean all expenditures made by the City in carrying out the City's obligations under this Lease and Management Agreement which are not included in the Direct Expenses definition. Such Indirect Expenses shall include but not be limited to City General Obligation Debt payments, Western Pennsylvania Water Company equalization payments and all overhead costs of the City incurred hereunder including, but not limited to fringe benefits, pension and retirement benefits, space rental, data processing and administrative salaries. These expenses shall be determined solely by the City and shall be paid on an annual basis in accordance with this Agreement.

"Saw Mill Run Project" shall mean all those capital expenditures necessary to improve the sewer system in the Saw Mill Run Basin as set forth in pages 79 through 81 of the Green International, Inc. Water and Sewer Systems Evaluation dated December 9, 1983.

"Water and Sewer System" shall mean the plants and equipment, structures facilities, lands, easements, rights of way, water lines and sewer lines, patents, copyrights, contracts with municipalities or authorities outside the boundaries of the City, water treatment plants, pumping facilities, reservoirs, storage tanks, distribution mains, service lines and appurtenances, sewers, inlets, manholes, diversion structures, pumping stations, force mains, including but not limited to the assets described in Sections 3.3 and 4.3 of the Water and Sewer Systems Evaluation prepared by Green International, Inc. and dated December 9, 1983, which report is incorporated herein by reference and shall include the Project and any Capital Additions.

## II. Lease from City to Authority:

A. The City agrees to lease and hereby does lease to the Authority, and the Authority agrees to lease and hereby does lease from the City, the Water and Sewer System as in existence as of the effective date of this Agreement, for the term and upon the conditions hereafter set forth in this Agreement.

B. This lease shall be for a term of fifty (50) years commencing on the effective date of this Agreement; provided, however, that the parties hereto may enter into a supplemental agreement further extending the term hereof for such period as may be necessary to cover future financings by the Authority of

Capital Additions. If such an extension is to be agreed upon, it shall be subject to the prior amendment by the Authority of its Articles of Incorporation increasing its term of existence to a date not exceeding fifty (50) years from the date of approval of such amendment.

C. Notwithstanding the foregoing provision for extension of the term of this Lease to cover future financings, it is understood and agreed that, subject to appropriate amendment of the Articles of Incorporation of the Authority extending its term of existence, this entire agreement, including but not limited to the lease from the City to the Authority shall be automatically renewed at the expiration of its fifty (50) year term for three (3) additional terms of five (5) years each, unless either party at least one (1) year prior to the expiration of each renewal term shall request in writing a renegotiation for the subsequent term. If such renegotiations fail to produce a written agreement within the twelve (12) month period, this Agreement shall continue for at least six (6) months after the end of the then current term.

D. It is understood and agreed that the City will retain responsibility and liability for all Capital Expenses on the Saw Mill Run project, and that the Authority shall not be responsible for such Capital Expenses.

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### III. Transfers to Authority:

A. As of the effective date of this Agreement, all accounts receivable, whether previously billed or not by the City, upon collection will be paid to the Authority.

B. As of the effective date of this Agreement, payment of all expenses incurred by the City through the operation and maintenance of the Water and Sewer System shall be made by the City. The Authority shall fully compensate the City for such payments.

### IV. Management:

A. The Authority hereby appoints and designates the City as its agent to manage, operate and maintain the Water and Sewer System for a term co-extensive with the term of this Agreement as the same may hereafter be amended and supplemented, unless the Authority or the City shall previously terminate this Agreement as hereinafter provided; and the City hereby accepts and agrees to act as such agent for the Authority on the terms specified in this Agreement.

1. Subject to the general supervision, direction and control of the Authority in the exercise and discharge of its public duties under the Municipality Authorities Act

together with other applicable laws and regulations, the City shall have full charge and direction of the Water and Sewer System and shall render to the Authority the following services:

(a) The City shall keep accurate accounts and records with respect to the operation of the Water and Sewer System and shall prepare and furnish to the Authority such statements as may be reasonably requested.

(b) The City shall employ and direct the work of all persons required to operate and maintain the Water and Sewer System and shall fix, determine and negotiate the rates of pay of such persons, including fringe benefits.

(c) The City shall pay budgeted operational expenses of the Water and Sewer System and any other expenses required to be paid by it under the terms of this Agreement.

(d) The City shall in the name of and on behalf of the Authority bill and collect all rates, rents and other charges for the use of the facilities of the Water and Sewer System and for the water itself, and, shall promptly cause the amounts collected to be deposited in the proper Authority trustee account. Billing shall be in accordance with the schedule of rates established from time to time by the Authority, and shall be made

not less than quarterly. Water meters shall be read by the City not less than annually.

(e) The City shall maintain in force all existing Pittsburgh Code requirements dealing with water meters, sewer connections and responsibility for maintenance of lines; and the City shall operate the Water and Sewer System in accordance City Code Water and Sewer requirements and with the rules and regulations relating to the Water and Sewer System adopted by the Authority. The City shall advise the Authority of existing City Code Water and Sewer Requirements within 60 days of the effective day hereof. Nothing herein shall prohibit the City from enacting future ordinances dealing with the aforesaid subjects, and the same when enacted shall be included herein.

(f) Contracts for maintenance of the Water and Sewer System which are subject to the competitive bidding requirements under the Pittsburgh Home Rule Charter and applicable statutes shall be prepared, advertised, bid and awarded by the City in accordance with applicable City bidding procedures.

(g) As agent for the Authority, the City shall prepare, advertise, bid and administer Authority contracts involving Capital Expenses which are subject to competitive bidding requirements under the

Municipality Authorities Act. The City shall follow and comply with the contract and bidding procedures set forth in said Act and in other applicable statutes. The Authority shall award and execute all such contracts as evidenced by the signature thereon of the Chairman or Vice Chairman of the Authority attested by the Secretary or Assistant Secretary thereof; and all such contracts shall be first authorized by proper action of the board of the Authority.

(1) Capital improvements contracts shall be paid from appropriate capital accounts of the Authority.

(h) The Authority shall execute any personal and professional service contracts involving Capital Expenses relating to the Water and Sewer System as evidenced by the signature thereon of the Chairman or Vice Chairman of the Authority attested by the Secretary or Assistant Secretary thereof; and all such contracts shall be first authorized by proper action of the board of the Authority.

(i) The City shall be responsible for the collection of delinquent water and sewer accounts in accordance with applicable law. Receipts from unliened delinquent accounts shall be the property of the Authority, and the City shall transmit such receipts to the Authority. The City shall maintain in existence its

Board of Water Assessors which shall, after hearing, recommend to the Authority the manner in which disputes as to rates or service shall be resolved, including recommendations as to exonerations, but the decision of the Board of the Authority shall be final in all such cases, subject to the right to appeal to the Court of Common Pleas under the Local Agency Law.

B. The Authority shall keep accurate accounts and records with respect to the operation of the Water and Sewer System and shall prepare and furnish to the City such statements as may be reasonably requested.

V. Payments by Authority:

A. The Authority shall fully compensate the City for all Direct Expenses actually incurred and expended by the City.

B. Neither the credit or taxing power of the City shall be pledged for the payment of any Authority indebtedness, and the City shall not be liable for any Authority debt payments.

C. The Authority shall in addition pay to the City (i) an amount equal to the Indirect Expenses billed to the Authority by the City, and (ii) the Additional Payment.

D. The Authority shall pay the City for all capital expenses incurred by the City, on behalf of the Authority, after the effective date of this Agreement, except expenses relating to capital projects or purchases under contract by the City as of the effective date of this agreement.

- (1) It is understood and agreed that payments by the Authority of Indirect Expenses and Additional Payments are subordinated to the payment of the Authority's debt service.

#### VI. Authority Budget:

A. The Authority shall submit to the City not later than the first Monday of October of each year a proposed City Water Department operating budget for the next calendar year, which budget shall include all Direct Expenses reasonably expected to be incurred by the City in performing its obligation hereunder. The City shall include such budget in an unchanged form in its budget for the next calendar year.

- (1) With respect to Direct Expenses for sewer system operation and maintenance, the Authority shall similarly submit a proposed budget for such expenses, and the City shall include funds therefor in its budget for the next calendar year.

B. Not later than the second Monday in January of each year, the City shall submit to the Authority the amount which

the Authority will be required to reimburse for Indirect Expenses and Additional Payments.

C. If the rates charged by the Authority are sufficient for the Authority to meet all of its outstanding liabilities and to reimburse the City for the Authority budget and all costs billed from the City to the Authority, the City shall in good faith use its best efforts to expend all of the money appropriated for the use of the City Water Department.

D. The City shall not amend the applicable portions of its Water Department operating budget in the aggregate, and no transfers between code accounts shall be made without notification to the Authority.

- (1) With respect to Direct Expenses for sewer system operation and maintenance, the City shall not reduce the funds appropriated therefor.

#### VII. Rates:

A. The Authority shall establish rates pursuant to the covenants contained in the indenture securing the Authority's debt obligations which shall be in an amount sufficient but no higher than necessary to meet the Authority's obligations thereunder together with the City's Direct Expenses, Indirect Expenses and Additional Payment and all reasonable contingencies.

B. In conformity with article III section two of the By-laws of the Authority, the Authority shall hold a regular meeting of its Board each year to consider or establish rates. It is understood and agreed that the Authority may meet at any other times if the Authority determines that its existing rates will not produce sufficient revenues to meet its outstanding obligations.

#### VIII. Cooperation:

A. The City and the Authority shall cooperate with each other to the end that reasonable and adequate service shall be provided to customers of the Water and Sewer System.

B. The City shall grant to the Authority all necessary easements and rights of way which may be required in addition to those heretofore leased by the City to the Authority. *need to affirm.*

C. The Authority shall not be required to pay for fees or charges for City permits or licenses. *remain?*

#### IX. Insurance and Indemnification:

A. The City shall remain solely responsible for all claims, lawsuits or judgments arising from the use, ownership, operation or maintenance of the Water and Sewer System prior to the effective date of this Agreement.

B. The City shall and hereby does assume responsibility for all claims, demands, lawsuits, judgments against the City or the Authority arising on or after the effective date of this agreement; and the City does hereby indemnify, save harmless and agree to defend the Authority from and against all such claims, demands, lawsuits and judgments, it being understood and agreed that the Authority may obtain and maintain in effect at the Authority's cost such "excess limits" insurance as it may deem advisable, and any such insurance shall name the City as an additional insured.

C. The City may also purchase excess limits insurance applicable to water and sewer operations and maintenance, and, if it does so, it shall include the Authority as an additional insured; and the City shall be solely responsible for the payment of the premium.

D. The City and the Authority shall each be responsible for the negligent acts or omissions of its own officers and employees, and each agrees to save the other harmless from any loss or liability arising out of the negligent acts or omissions of its own employees.

E. It is understood and agreed that the Authority may purchase errors and omissions insurance for the members of its board and for its executive director and that the Authority may

indemnify and save harmless the members of its Board from any claims arising from the performance of their duties.

F. The City hereby indemnifies and saves harmless the Authority from any and all claims, including costs and reasonable attorney fees, based upon alleged improper expenditures made by the City in violation of Federal, State, or Local Law or if contrary to the provisions of any indenture or similar agreement securing Authority indebtedness.

G. The City may include the cost of indemnification and insurance in Direct Expenses, or Indirect Expenses, as appropriate.

X. Deficiencies in Performance:

If in the opinion of the Authority the City fails to operate and maintain the Water and Sewer System in accordance with the standards prevailing prior to the lease of said system by the City to the Authority, the Authority shall so advise the City in writing, describing the specific deficiencies on which the opinion is based, and shall request the City to explain in writing said deficiency within thirty days of receipt of said notice. If the City fails to satisfy the Authority within said period, the Authority may direct the City in writing to correct such deficiency. The City shall thereupon take steps toward correction of said deficiency within sixty days after receipt by it of written notice by the Authority, or, if

the City disagrees, It may exercise its rights to call for arbitration under Article XI. hereof within said sixty day period. If the City shall fail to take steps to correct the deficiency within sixty days after receipt of the Authority notice or within sixty days after an adverse arbitration decision, whichever is later, then the Authority may itself cause the corrective work to be done. It is understood and agreed that all such corrective work shall be undertaken at the Authority's expense, and that the City assumes no liability for costs incurred to correct any of such deficiencies.

#### XI. Settlement of Disputes:

In the event of any dispute between the Authority and the City with respect to the matters set forth in Paragraph X of this Agreement, excepting, however, disputes arising out of renegotiation hereof, such disputes shall be settled by arbitration in accordance with the provisions of the Act of April 25, 1927 P.L. 381 as amended, of the Commonwealth of Pennsylvania. In any such case three arbitrators shall be appointed, one by the Authority, one by the City, and one by the two arbitrators so appointed by the Authority and the City. The decision of a majority of the arbitrators shall be binding and conclusive upon the Authority and the City. In the event of the failure of the two arbitrators appointed by the Authority and the City to effect the appointment of a third arbitrator within two weeks after the appointment of the second, the third arbitrator shall be appointed by the trustee at that time under the trust indenture. The expense of such arbitration, exclusive of expenses of each party in its own behalf, shall be born equally by the parties.

XII. Amendments

This agreement may be amended in any respect by mutual written agreement of the parties.

XIII. Notices:

All notices required under this agreement shall be in writing and shall be mailed by certified mail or delivered as follows:

1. Notices to the Authority shall be sent to the Executive Director, The Pittsburgh Water and Sewer Authority 519 City-County Building, Pittsburgh, Pennsylvania 15219.

2. Notices to the City shall be sent to Director Department of Finance and Director Department of Water, City-County Building, Pittsburgh, Pennsylvania 15219.

XIV. Assignment:

This Agreement shall not be assignable by either party without the written consent of the other.

XV. The Authority shall not sell or assign, any property interests which it has obtained under this agreement without the written consent of the City.

XVI. Termination:

The City shall have the right to terminate this agreement at any time upon ninety (90) days written notice to the Authority; provided, however, that any such termination shall be subject to the the City providing for the payment in full of all existing liabilities, contingent and otherwise, of the Authority.

XVII. Governing Law:

This agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

XVIII. Conflict.

To the extent that any provision hereof conflicts with any provision of any Trust Indenture securing any indebtedness of the Authority, the provisions of the Trust Indenture shall prevail.

XIX. Severability:

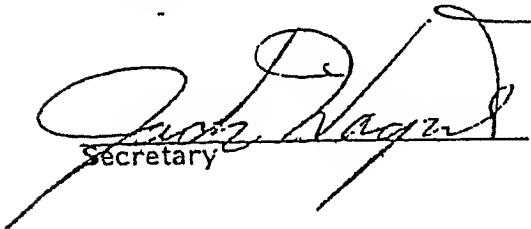
In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this agreement; and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

XX. This Agreement shall be effective as of May 1, 1984.

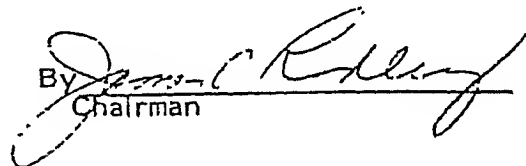
The City is authorized to enter into this agreement pursuant to Resolution No. 37, approved February 8, 1984, effective February 16, 1984; and the Authority is authorized to do so pursuant to Resolution No. 8 of 1984 duly adopted at a regular meeting of its board held on March 9, 1984.

IN WITNESS WHEREOF, This agreement has been duly executed the day and year first above mentioned.

ATTEST:

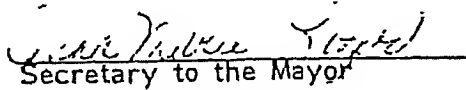
  
Secretary

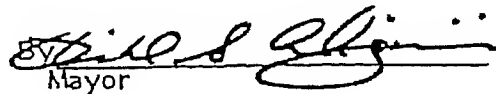
THE PITTSBURGH WATER AND  
SEWER AUTHORITY

By   
Chairman

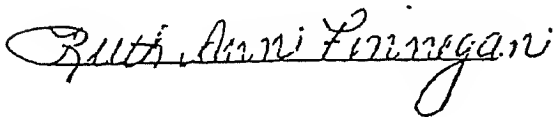
ATTEST:

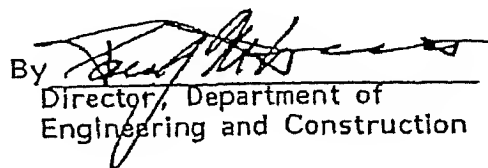
CITY OF PITTSBURGH

  
Secretary to the Mayor

By   
Mayor

WITNESS:



By   
Director, Department of  
Engineering and Construction

Theresa M. ...

By [Signature]  
Deputy Director, Department of  
Finance /

Eugene R. Thomas

By Charles Lewis  
Chief, Department of Fire

Don G. B. Ford

By [Signature]  
Director, Department of  
General Services

Frances R. Brown

By Frances R. Brown  
Director, Department of Parks  
and Recreation

Bess Rubenstein

By [Signature]  
Director, Department of  
Public Works

Robert White

By [Signature]  
Director, Department of Water

Examined by:

[Signature]  
Deputy City Solicitor

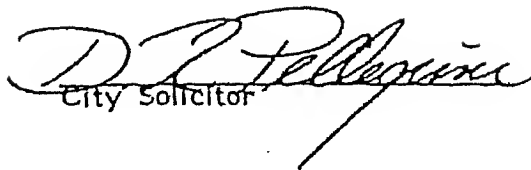
Countersigned: MAR. 29 1984

[Signature]  
DEPUTY City Controller  
56844

Approved as to form:  
Grigsby, Gaca & Davies, P.C.,  
Solicitor to the Controller  
City of Pittsburgh,  
By Greg P. Otto



Approved as to form:

  
City Solicitor

Approved as to form:

  
Authority Solicitor

EXHIBIT A

Amount of Existing Debt Obligations of the City  
Allocable to the Water and Sewer Systems

<u>Year</u>	<u>Amount</u>
1984	\$1,758,000
1985	3,943,000
1986	4,008,000
1987	3,066,000
1988	3,794,000
1989	3,745,000
1990	3,610,000
1991	3,338,000
1992	3,228,000
1993	3,145,000
1994	3,051,000
1995	2,611,000
1996	2,609,000
1997	2,421,000
1998	2,247,000
1999	2,130,000
2000	2,129,000
2001	2,560,000
2002	2,781,000
2003	2,788,000
2004	2,798,000
2005	2,813,000
2006	2,819,000
2007	2,362,000
2008	983,000

## COOPERATION AGREEMENT

Dated as of the 15th day June, 1995 but effective as of January 1, 1995 (the "Effective Date") between the City of Pittsburgh, a municipal corporation of the Commonwealth of Pennsylvania (the "City") and The Pittsburgh Water and Sewer Authority, a body corporate and politic, organized and existing under the laws of the Commonwealth of Pennsylvania (the "Authority").

WHEREAS, pursuant to a Lease and Management Agreement dated March 29, 1984 (the "Lease"), the Authority and the City provided for (i) the lease of the then existing water and sewer systems (the "System") to the Authority by the City; (ii) the operation and maintenance of the System by the Authority and (iii) the creation of an agency relationship between the Authority and City whereby the City provided services necessary to operate the System as agent of the Authority; and

WHEREAS, the City and the Authority have agreed to (i) provide for the termination of the City's status as an agent for the Authority, and (ii) provide for the provision of certain services to the Authority by the City;

NOW THEREFORE, in consideration of the mutual premises and intending to be legally bound hereby, the parties agree as follows:

### I. DEFINITIONS:

"Capital Expenses" shall mean all expenditures made by the Authority or by the City, acting on behalf of the Authority, in carrying out the Construction Project and any Capital Additions to the System except for those hereinafter excluded. These expenditures shall include but not be limited to all engineering expenses whether undertaken by Authority or City employees or subcontracted by the City on behalf of the Authority.

"Actual Direct Expenses" shall mean all expenses directly related to the Authority (i.e., employee medical insurance premiums) and incurred by the City on behalf of the Authority. Expenses in this category are either documented by a third party invoice or specifically identifiable in the City's records. These expenses shall be determined by the City and the Authority on a mutually agree-upon basis. Actual Direct Expenses shall be paid monthly by the Authority to the City.

"Public Works Salaries and Wages" shall mean the apportioned share of Public Works Salaries and Wages directly attributable to the operation and maintenance of the sewer system. Public Works Salaries and Wages shall be paid monthly by the Authority to the City.

"Saw Mill Run Project" shall mean all those capital expenditures necessary to improve the sewer system in the Saw Mill Run Basin as set forth in pages 79 through 81 of the Green International, Inc. Water and Sewer Systems contract with the City dated December 9, 1983.

"Overhead Expenses" shall mean all expenses indirectly related to the Authority (i.e., payroll processing and benefits administration) and incurred by the City in relation to providing materials, services, supplies, etc. to the Authority under the terms of this Agreement. Expenses in this category are not documented by a third party invoice or specifically identifiable in the City's records. Overhead expense rates are to be determined annually by a City indirect cost allocation plan prepared by a certified public accounting firm. Overhead Expenses shall be paid monthly by the Authority to the City.

"System" shall mean all plants and equipment, structures, facilities, lands, easements, rights of way, water lines and sewer lines, patents, copyrights, contracts with municipalities or authorities outside the boundaries of the City, water treatment plants, pumping facilities, reservoirs, storage tanks, distribution mains, service lines and appurtenances, sewers, inlets, manholes, diversion structures, pumping stations, force mains, including but not limited to the assets described in Sections 3.3 and 4.3 of the System Evaluation prepared by Green International, Inc. and dated December 9, 1983, as amended and supplemented, which report is incorporated herein by reference.

## II. TERMINATION OF AGENCY RELATIONSHIP:

A. As of the Effective Date the agency relationship between the City and the Authority provided for in the Lease is terminated. The Authority, as of the Effective Date, will assume sole responsibility and prerogative for management and operation of the System and all risks attenuated thereto.

B. As of the Effective Date all positions in the Water Department and certain positions in the Water and Sewer Division of the Department of Engineering and Construction and the Department of Public Works listed on Exhibit A hereto are eliminated from the City of Pittsburgh budget and those positions will be created by the Authority and filled in the manner required by the applicable collective bargaining agreements. City employees in those positions receiving worker's compensation at the time of the elimination of those positions by the City shall be entitled to the same position at the Authority upon their eligibility to return to work if such is within 24 months of their last day of work, all in accord with letters of the Authority dated December 19, 1994, to such employees.

C. The Authority shall recognize the American Federation of State, County and Municipal Employees, District Council 84, Local 2719 (AFSCME 2719); the American Federation of State, County and Municipal Employees, District Council 84, Local 2037 (AFSCME 2037); and the Pittsburgh Joint Collective Bargaining Committee (the "PJCBC") as the collective bargaining agents for the employees of the Authority previously employed by the City and shall negotiate with each of them a collective bargaining agreement that offers such employees wages, benefits and other terms and conditions that are at least equivalent to the terms and conditions offered to City employees for the contract term commencing January 1, 1995.

D. The Authority shall offer non-union employees whose positions are terminated by the City benefits which are at least equivalent to the benefits currently provided by the City and including continuity of participation in the City pension plan.

E. The Authority certifies that it has accepted the provisions of the Workers' Compensation and Occupational Disease Acts, as amended and supplemented, insofar as the performance of any work of the Authority and that it will insure or provide for the insurance of its liability thereunder in accordance with the terms of the acts.

F. The City shall transfer, to the Authority on Effective Date or as soon as practicable thereafter, the documents, equipment, files, maps, records and reference data related to the System, (the "Inventory") acquired by the City for the benefit of the Authority since the effective date of the Lease. All Inventory transferred shall be listed and approved for transfer by the Department of General Services.

G. On a date to be determined by the Authority but not prior to January 1, 1996 and with a minimum of ninety (90) days written notice, the City shall transfer any personnel then assigned to the Water and Sewer Division of the Department of Engineering and Construction or any other City department and assigned to the operation and maintenance of the System as listed on Exhibit B, to the Authority. Any related equipment, files, maps, records and reference data shall also be transferred at that time.

H. All accounts receivable of the Authority, whether previously billed or not by the City, upon collection will be paid to the Authority.

I. As between the City and the Authority, it is understood and agreed that the City will continue to retain responsibility and liability for all Capital Expenses on the Saw Mill Run project and the Authority shall not be responsible for such Capital Expenses.

### III. SERVICES TO BE PROVIDED BY THE CITY TO THE AUTHORITY:

A. Subject to the general supervision, direction and control of the Authority in the exercise and discharge of its public duties under the Municipality Authorities Act together with other applicable laws and regulations, the City shall render to the Authority the following services which shall be paid for as provided in Section VII below:

#### 1. Department of Public Works:

The Department of Public Works shall continue to operate and maintain the sewer system portion of the System which is the sewers, inlets, manholes, diversion structures, pumping stations and force mains (the "Sewer System") within the City until such time as that function is transferred to the Authority, pursuant to Section II. G. The services to be provided shall include, but not be limited to, the following:

- (a) TV inspection of sewers.
- (b) Cleaning of sewers, catch basins and manholes.
- (c) Repair of catch basins and manholes.
- (d) Repair and/or replacement of sewers.
- (e) Administration of the Annual Catch Basin/Manhole Contract.
- (f) Administration of the Annual Catch Basin Cleaning Contract.
- (g) Operation and maintenance of diversion chambers and sewage pump stations.
- (h) Investigation of complaints and problems involving sewer system.
- (i) Working with Authority staff in the planning, design and construction phase management of capital improvement projects performed by the Authority.
- (j) Maintaining files, records and maps of the sewer system.
- (k) As long as the Asphalt Plant is owned by the City, furnish asphalt for use on restoration or construction projects performed or contracted by the Authority.
- (l) Any other services as may be agreed upon by the parties.

#### 2. Department of Engineering and Construction:

- (a) Print plans, specifications and contract documents as required by the Authority.
- (b) Perform field survey services as requested by the Authority.
- (c) Any other services as may be agreed upon by the parties.

#### 3. Department of General Services:

- (a) Provide telephone and data services for the Authority.
- (b) Provide radio communication services for the Authority.
- (c) Take and process photos prior to construction for various capital improvement projects as requested by the Authority.

- (d) Provide vehicles, maintenance, service, repairs and insurance as set forth in Article V hereof.
- (e) Furnish fuel and other fluids necessary for Authority vehicles and equipment.
- (f) Any other services as may be agreed upon by the parties.

4. Law Department:

- (a) Represent the Authority in actions against it as requested by the Authority.
- (b) Provide services for obtaining property and/or rights-of-way as requested by the Authority.
- (c) Provide services associated with assessments for sewer service as requested by the Authority.
- (d) Any other services as may be agreed upon by the parties.

5. City Information System:

- (a) Provide "mainframe computer services" needed for customer billing, financial reporting and processing of payroll and invoices and other functions.
- (b) Any other services as may be agreed upon by the parties.

6. Finance Department:

- (a) Issue payroll checks for the Authority staff.
- (b) Administer benefit programs, including but not limited to the pension plan, health care, dental benefits and worker's compensation claims (as provided herein).
- (c) Any other services as may be agreed upon by the parties.

B. The City shall furnish such other services to the Authority at such times as may be required and requested by the Authority.

#### IV. CITY CAPITAL PROJECTS:

From time to time the City undertakes capital improvement projects which include construction, replacement and/or modification of the System as a part of their improvements. The Authority shall reimburse the City for all Capital Expenses incurred by the City for such System improvements as follows:

A. Current Projects:

- (i) The Authority shall pay the City for all City capital projects which are under contract or completed as of the Effective Date but for which the City has not been fully reimbursed by the Authority. The City shall

invoice the Authority for reimbursement, with the invoice including backup data to adequately support the invoice. Such backup data shall include a description of the project, the System facilities constructed or to be constructed and the cost, not to be exceeded, of such improvements.

- (ii) To be reimbursed for City capital projects awarded after the Effective Date, which include construction replacement and/or modification of the System, the Authority shall approve the proposed construction plans and specifications, as they relate to the System improvements, prior to the City advertising for bids for the project. The City shall invoice the Authority for reimbursement with the invoice including backup data to adequately support the invoice.

#### V. VEHICLES:-

A. The City hereby subleases to the Authority vehicles leased to the City by the Equipment Leasing Authority and currently being used by the Authority. The vehicles will be used in the ordinary and usual work for which they are designed provided that any such use is in conformity with all applicable laws, any insurance policies and any warranties of the manufacturer with respect to the vehicles.

B. The City agrees to maintain, service, repair and insure said vehicles to the same extent as the City would, in the prudent management of its properties, for similar equipment owned or leased by the City and to the extent required to maintain the vehicles in good operating condition and in compliance with any applicable requirement of law or of any governmental authority having jurisdiction thereof.

C. The Authority will not permit any vehicles to be used or operated in violation of any law or any rule, regulation or order of any governmental authority having jurisdiction thereof. The Authority shall be responsible for the payment of all fines and penalties resulting from the Authority's use of the vehicles.

D. The Authority may return any vehicles to the City at its discretion at any time and shall return such vehicles at such location as the parties shall agree. Upon the expiration of the term of this Agreement or any prior termination of the Agreement for any reason, the Authority shall return any remaining vehicles to the City.

E. The Authority will reimburse the City for the costs of the services provided under the sublease in accordance with the terms of this Agreement.

## VI. WATER EXONERATION HEARING BOARD:

A. The City shall maintain in existence the Water Exoneration Hearing Board with such changes to its composition as shall be recommended by the Authority and approved by City Council. After hearings, the Board shall recommend to the Authority the manner in which disputes as to rates or service shall be resolved, including recommendations as to exoneration, but the decision of the Board of the Authority shall be final in all such cases, subject to the right of appeal to the Court of Common Pleas under Local Agency Law.

## VII. PAYMENTS BY THE AUTHORITY TO THE CITY:

A. The Authority shall reimburse the City for all City Expenses incurred by the City through December 31, 1994, inclusive, for the operation and maintenance of the System in accordance with the provisions of the Lease and Maintenance Agreement dated March 29, 1984.

B. The Authority shall reimburse the City for equalization payments made by the City to the Pennsylvania American Water Company or upon mutual agreement, make such payments directly to the Pennsylvania American Water Company.

C. Beginning January 1, 1995 and for each year thereafter, the City shall budget and pay expenditures required to provide the services under this Cooperation Agreement (including Actual Direct Expenses, Public Works Salaries and Wages and Overhead Expenses). The Authority shall pay the City monthly Actual Direct Expenses, Public Works Salaries and Wages and Overhead Expenses for such services where applicable.

D. In addition to other payments to the City provided for herein, the City shall be entitled to receive up to 600,000,000 gallons of water each year to be used by the City, its departments, agencies and instrumentalities (i.e., Pittsburgh Zoo, Phipps Conservatory, National Aviary in Pittsburgh and Schenley Golf Course) and as the City may be contractually obligated to provide as of the Effective Date hereof. The City shall not receive a credit for any water not so used. To the extent in excess of 600,000,000 is used, the Authority may offset that cost against moneys owed the City hereunder.

E. The Authority will reimburse the City for all worker's compensation benefits paid by the city on behalf of those employees in positions described in II B above. As to worker's compensation claims that may be filed subsequent to the date the positions are eliminated from the City budget, for injuries occurring prior to the date the positions are eliminated from the City budget the Authority will either directly pay the claim or reimburse the City for any benefits paid.

F. Neither the credit or taxing power of the City shall be pledged for payment of any Authority Indebtedness, and the City shall not be liable for any Authority debt payments.

G. The parties hereby agree that the Authority at its discretion may terminate any or all of services provided by the City. Such termination shall be effective upon a minimum of ninety (90) days written notice from the Authority to the City.

#### VIII. RATES:

A. The Authority shall establish rates pursuant to the covenants contained in the indenture securing the Authority's debt obligations, which shall be in an amount sufficient but no higher than necessary to meet the Authority's obligations thereunder together with the City's Overhead Expenses, all reasonable contingencies and to meet its obligations as they come due.

B. In conformity with Article III, Section Two of the By-laws of the Authority, the Authority shall hold a regular meeting of its Board each year to consider or establish rates. It is understood and agreed that the Authority may meet at any other times if the Authority determines that its existing rates will not produce sufficient revenues to meet its outstanding obligations and otherwise as needed pursuant to VIII A above.

#### IX. COOPERATION:

A. The City and the Authority shall cooperate with each other to the end that reasonable and adequate service shall be provided to customers of the system.

B. The City shall grant to the Authority all necessary easements and rights of way which may be required in addition to those heretofore leased by the City to the Authority.

C. The Authority shall not be required to pay for fees or charges for City permits or licenses.

#### X. INSURANCE AND INDEMNIFICATION:

A. The City shall and hereby does assume sole responsibility for all claims, including employee claims, demands, lawsuits, judgments against the City or the Authority arising from any work or service provided (i) in connection with the System on behalf of the Authority before the Effective Date of this Agreement and (ii) in connection with the Sewer System on or after the Effective Date.

B. The City may purchase excess limits insurance applicable to the Sewer System and, if it does so, it shall include the Authority as an additional insured; and the City shall be solely responsible for the payment of the premium.

C. The City shall and hereby does assume responsibility for all claims, demands, lawsuits, judgments against the City or the Authority arising from any work or service provided

to the Authority on or after the effective date of this Agreement; and the City does hereby indemnify, save harmless and agree to defend the Authority from and against all such claims, demands, lawsuits and judgments arising from any work or service provided to the Authority.

D. The City shall indemnify, save and hold harmless, and defend Authority, its officers, agents and employees from all liens, charges, claims, demands, losses, costs, judgments, liabilities and damages of every kind and nature whatsoever, including court costs and attorney's fees, arising by reason of City's intentional or negligent failure to perform any services under this Agreement; any act, error or omission of the City or any agent, employee, licensee, contractor or subcontractor of City, intentional or negligent, of any of the terms, conditions or provisions of this Agreement.

E. The City hereby indemnifies and saves harmless the Authority from any and all claims, including costs and reasonable attorney fees, based upon alleged improper expenditures made by the City in violation of Federal, State, or Local Law or if contrary to the provisions of any indenture or similar agreement securing Authority indebtedness.

#### XI. DEFICIENCIES IN PERFORMANCE:

If in the opinion of the Authority the City fails to operate and maintain the Sewer System in accordance with the standards prevailing prior to the lease of said system by the City to the Authority, the Authority shall so advise the City in writing, describing the specific deficiencies on which the opinion is based, and shall request the City to explain in writing said deficiency within thirty days of receipt of said notice. If the City fails to satisfy the Authority within said period, the Authority may direct the City in writing to correct such deficiency. The City shall thereupon take steps toward correction of said deficiency within sixty days after receipt by it of written notice by the Authority, or, if the City disagrees, it may exercise its rights to call for arbitration under Article XII hereof within said sixty day period. If the City shall fail to take steps to correct the deficiency within sixty days after receipt of the Authority notice or within sixty days after an adverse arbitration decision, whichever is later, then the Authority may itself cause the corrective work to be done. It is understood and agreed that all such corrective work shall be undertaken at the Authority's expense, and that the City assumes no liability for costs incurred to correct any of such deficiencies.

#### XII. SETTLEMENT OF DISPUTES:

In the event of any dispute between the Authority and the City with respect to the matters set forth in Paragraph XI of this Agreement, excepting, however, disputes arising out of renegotiation hereof, such disputes shall be settled by arbitration in accordance with the provisions of the Act of April 25, 1927 P.L. 381 as amended, of the Commonwealth of Pennsylvania. In any such case three arbitrators shall be appointed, one by the Authority, one by the City, and one by the two arbitrators so appointed by the Authority and the City. The

decision of a majority of the arbitrators shall be binding and conclusive upon the Authority and the City. In the event of the failure of the two arbitrators appointed by the Authority and the City to effect the appointment of a third arbitrator within two weeks after the appointment of the second, the third arbitrator shall be appointed by the trustee at that time under the trust indenture. The expense of such arbitration, exclusive of expenses of each party in its own behalf, shall be born equally by the parties.

### XIII. AMENDMENTS:

This agreement may be amended in any respect by mutual written agreement of the parties.

### XIV. NOTICES:

All notices required under this Agreement shall be in writing and shall be mailed by certified mail or delivered as follows:

1. Notices to the Authority shall be sent to the Executive Director, the Pittsburgh Water and Sewer Authority, 441 Smithfield Street, Pittsburgh, Pennsylvania 15222.
2. Notices to the City shall be sent to Mayor, City of Pittsburgh, Pittsburgh, Pennsylvania 15219.

### XV. ASSIGNMENT:

This Agreement shall not be assignable by either party without the written consent of the other.

### XVI. TERM AND TERMINATION:

The term of this Agreement shall be forty (40) years commencing on the Effective Date. The City shall have the right to terminate this Agreement at any time upon ninety (90) days written notice to the Authority; provided, however, that any such termination shall be subject to the City providing for the payment in full of all existing liabilities, contingent and otherwise, of the Authority. The Authority shall have the right to terminate this Agreement at any time upon ninety (90) days written notice to the City.

The City understands that it may be required to enter into a supplemental agreement to extend the term of this Cooperation Agreement for such period as may be necessary to cover future financing by the Authority of Capital Additions.

Notwithstanding the foregoing provision for extension of the term of this Agreement to cover future financings, it is understood and agreed that, subject to appropriate amendment of the Articles of Incorporation of the Authority extending its term of existence, this Cooperation Agreement shall be automatically renewed at the expiration of three (3) additional terms of five (5) years each, unless either party at least one year prior to the expiration of each renewal term shall request in writing a renegotiation for the subsequent term. If such renegotiations fail to produce a written agreement within the twelve month period, this Agreement shall continue for at least six (6) months after the end of the then current term.

**XVII. GOVERNING LAW:**

This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

**XVIII. CONFLICT:**

To the extent that any provision hereof conflicts with any provision of any Trust Indenture securing any indebtedness of the Authority, the provisions of the Trust Indenture shall prevail.

**XIX. SEVERABILITY:**

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect the other provisions of this Agreement; and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

**XX. MISCELLANEOUS:**

This Agreement shall be effective as of January 1, 1995.

The City is authorized to enter into this Agreement pursuant to Resolution No. 12, approved January 24, 1995, effective January 24, 1995; and the Authority is authorized to do so pursuant to Resolution No. 47 of 1995 duly adopted at a special meeting of its board held on March 31, 1995.

IN WITNESS WHEREOF, This Agreement has been duly executed this 27th day of July, 1995.

ATTEST:

Rowan A. Minamda  
Secretary Treasurer

ATTEST:

M. Linda Langwer  
Secretary to the Mayor

THE PITTSBURGH WATER AND SEWER  
AUTHORITY

By [Signature]  
Authorized Officer

CITY OF PITTSBURGH

By [Signature]  
Mayor

Approved as to Form:

[Signature]  
City Solicitor

EXHIBIT A

Positions Transferred  
as of Effective Date

	<u>Position</u>	<u>Current Employee</u>	<u>Union</u>
1.	Project Manager, E&C	Borneman	Non-Union
2.	Project Engineer, E&C	Jones	Non-Union
3.	Staff Engineer, E&C	Troianos	AFSCME
4.	Project Manager, Public Works	Lockard	Non-Union

## EXHIBIT B

### Positions to be Transferred at a Later Date

	<u>Position</u>	<u>Current Employee</u>	<u>Union</u>
1.	Project Engineer, E&C	Bailey	Non-Union
2.	Engineer Tech. III, E&C	Waldorf	Non-Union
3.	Staff Engineer, E&C	Kasper	AFSCME
4.	Engineer II, E&C	vacant	AFSCME
5.	Engineer II, E&C	Eichelman	AFSCME
6.	Clerk Typist II, E&C	Schaub	AFSCME

## CHAPTER 1 CONDITIONS OF SERVICE, DEFINITIONS

### 101.0 Conditions of service

- 101.1 The Authority\* will furnish water and sewer service only in accordance with its Rules and Regulations and at its prevailing rates, which rates and Rules and Regulations are made a part of every application, contract, agreement, or license entered into between the Owner or Customer and the Authority.
- 101.2 The Authority reserves the right, as often as it may deem necessary, to amend, supplement, or rescind these Rules and Regulations or any part thereof, including its rates and charges, without notice. All such changes to these Rules and Regulations will be a part of every application, contract, agreement or license for water, sewer, and storm water service in effect at the time such changes are adopted by the Authority.
- 101.3 In the event of a water shortage or other condition threatening public health or safety, the Director may adopt such additional or revised Rules and Regulations as may be necessary to conserve or supply water under the circumstances.

### 102.0 Definitions

- 102.1 "ALCOSAN" means the Allegheny County Sanitary Sewer Authority, Allegheny County, Pennsylvania.
- 102.2 "Authority" means The Pittsburgh Water and Sewer Authority, a municipal authority organized and existing under the laws of the Commonwealth of Pennsylvania.
- 102.3 "Backflow" means the flow of water and other liquids, mixtures, and substances into the Authority's Water Mains, or into other lines carrying domestic water, from any sources other than those intended by the Authority.
- 102.4 "Business Customer" means any Person with title to a Business Use Property, his duly authorized agent, or his Guaranteed Lessee who by operation of law or agreement is primarily responsible for the payment of charges for water and/or sewer service at a Business Use Property.
- 102.5 "Business Tenant" means a person who leases a Business Use Property pursuant to a current lease agreement.
- 102.6 "Business Use Property" means any property used for either profit or non-profit purposes that is Commercial Property, Industrial Property, Health And Education Property, or Combined Use Property, all as defined herein.
- 102.7 "Business Use Property Owner" means a person who owns a Business Use Property.
- 102.8 "Capital Lease Agreement" means the agreement bearing that title between the City and the Authority on July 15, 1995, effective July 27, 1995, and includes any amendments thereto.
- 102.9 "City" means the City of Pittsburgh, Pennsylvania.
- 102.10 "City Lien Verification Letter" means a written letter from the City to a Person regarding any liens, claims, or taxes due the City from that Person.

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\* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

- 102.11 "Combination Sewers" or "Combined Sewers" means sewers designed and built to carry sanitary Sewage and/or industrial waste combined with Storm Water.
- 102.12 "Combined Use Property" means property that is used as both Residential Property and Commercial Property.
- 102.13 "Commercial Property" means property acquired or leased for purposes of carrying on a trade, business, profession, vocation, or any commercial, service, financial, or utility business or activity including, but not limited to, hotels, office buildings, gas service stations, laundries, commercial establishments, stores, malls, car washes, and parking lots.
- 102.14 "Corporation Stop" means the valve placed on a Water Service Line at or near the junction with the Water Main.
- 102.15 "Curb Box" means the casting or enclosure that houses or permits access to the Curb Stop.
- 102.16 "Curb Stop" means the valve installed to turn water service on and off to a building or facility.
- 102.17 "Customer" means the Owner or Tenant contracting for or using water or sewer service on a single Premises, and the word "Customers" means all Persons contracting for such service.
- 102.18 "Development" means changes to private and public infrastructure involving a new Sanitary Sewer tap, new Storm Sewer tap, new water service tap, termination of existing taps, or construction by a private entity of new Sewer Mains, Water Mains, or other facilities intended for dedication to public use. The term "Development" may also include the types of buildings to be served by the proposed changes.
- 102.19 "Director" means the Executive Director of the Authority and includes the agents, officers, and employees authorized to act for the Executive Director.
- 102.20 "Dwelling Unit" means an individual housing unit on or in a Residential Property such as a single family home or a single apartment within a multi-unit apartment building.
- 102.21 "Dye Test" means any commonly accepted plumbing test whereby a nontoxic, non-staining dye is introduced into the surface Storm Water collection system of real property to determine if any surface Storm Water is entering the Sanitary Sewer system. The term "Dye Test" shall include any other reasonable and appropriate testing methodologies (excluding the use of smoke testing to detect roof leaders) acceptable to the Authority to determine if surface Storm Water is entering the Sanitary Sewer system.
- 102.22 "Dye Testing Ordinance" means City Ordinance No. 3 of 2006, adopted March 28, 2006, effective July 5, 2006, as codified in Title Four, Public Places and Property, Article III Sewers, Chapter 433, Illegal Storm Water Connections, of the Pittsburgh Code, and includes any amendments thereto.
- 102.23 "Dye Testing Results Form" means the form provided by the Authority to any person who has applied for evidence of compliance for a property served by a Sanitary Sewer, completed by a Registered Plumber.
- 102.24 "Equivalent Dwelling Unit" or "EDU" means a unit of measurement that standardizes all land use types to the level of demand created by 1 single-family dwelling unit. The Authority equates 1 EDU to 300 gallons of water consumption per day.

- 102.25 "Evidence of Compliance Statement" means a written letter or statement from the Authority confirming that it has on file a completed Dye Testing Results Form or other statement by a Registered Plumber certifying that there are no Illegal Surface Storm Water Connections to the Sanitary Sewer system on the property that is the subject of the application or statement.
- 102.26 "Ferrule" means the connecting link between the Water Service Line and the Water Main.
- 102.27 "Ground Water" means water located beneath the ground surface.
- 102.28 "Guaranteed Lessee" means a Business Tenant to whom a Business Use Property Owner has made an assignment of possessory rights by agreement, thereby making the Business Tenant primarily responsible for the payment of water and/or sewer charges.
- 102.29 "Guarantor" means a Business Use Property Owner who guarantees payment of water and/or sewer charges by a Guaranteed Lessee.
- 102.30 "Health or Education Property" means any hospital, clinic, or other human health care facility other than private physician or dentist offices, and any school, college, university, or other educational facility, whether public or private.
- 102.31 "Health Department" means the Allegheny County Health Department, Allegheny County, Pennsylvania.
- 102.32 "Illegal Surface Storm Water Connection" means any connection to the Authority's Sanitary Sewers that allows surface storm water to be discharged into the separate Sanitary Sewer system from sources including, but not limited to, downspout drainage, roof drainage, and areaway drainage.
- 102.33 "Impervious Surface" means a surface that prevents the infiltration of water into the ground, including, but not limited to, any roof, paved parking or driveway areas, and any streets and sidewalks. Surface areas constructed with gravel or crushed stone shall be assumed not to be impervious surfaces.
- 102.34 "Industrial Property" means any property the principal use of which is for manufacturing, processing, or otherwise producing products or goods for sale.
- 102.35 "Meter" means the Authority's water meter, and includes the meter body, the register and any associated hardware. The Meter does not include the vault, crock, or other containing or supporting structure or the cover for such vault or crock.
- 102.36 "Occupant" means a Person to whom an Owner has yielded possession of a Residential Property or Dwelling Unit and who has a reasonable expectation of residing at such Dwelling Unit for six months or more.
- 102.37 "Owner" means the person having an interest as owner, or a Person representing itself to be the owner, whether legal or equitable, sole or partial, in any Premises that are or are about to be supplied with water or provided with sewer service by the Authority; and the word "Owner" means all so interested.
- 102.38 "Party Water Service Line" means a single Water Service Line that connects to the Authority's Water Main and that delivers water from the Water Main to more than one building.

- 102.39 "Person" includes individual natural persons, firms, partnerships, joint ventures, societies, associations, clubs, trusts, corporations, governments, political subdivisions, or organizations of any kind, including officers, agents, employees, or representatives of any of the foregoing, in any capacity, acting either for him- or herself or for any other person, under either personal appointment or pursuant to law.
- 102.40 "Plumbing Code" means the Allegheny County Health Department's Rules and Regulations for Plumbing and Building Drainage, Article XV, as amended, together with the International Building Codes for residential and commercial plumbing that Article XV amends or revises.
- 102.41 "Premises" means a building or unit such as a single family residential unit, an apartment building, a commercial building or an industrial building.
- 102.42 "Registered Plumber" means a plumber registered and certified by the Health Department.
- 102.43 "Remote Reading Device" means the device that is generally affixed to the outside of Premises and remotely collects and reflects Meter data.
- 102.44 "Residential Customer" means any person with title to a Residential Property, his duly authorized agent, or the Tenant or Occupant of a Residential Property, who by operation of law or agreement is primarily responsible for the payment of charges for water and/or sewer service at a Residential Property.
- 102.45 "Residential Property" means any building containing one or more Dwelling Units occupied or intended to be occupied for residential purposes, but not including dormitories, nursing homes, hotels, or motels.
- 102.46 "Residential Rental Property" means any single family home or multi-family building, all or part of which is rented to others for use as a residential dwelling. A property acquired or constructed with the intended use as a Residential Rental Property shall be classified as such. However, a property does not qualify as Residential Rental Property where it is the principal residence of the Owner, it consists totally of residential units, and it consists of fewer than 3 units.
- 102.47 "Residential Tenant" means a Person who leases a Dwelling Unit in a Residential Property pursuant to a current lease agreement.
- 102.48 "Sanitary Sewers" means those portions of the Sewer System in the City of Pittsburgh that were designed and built to carry sanitary sewage and/or industrial waste separately from Storm Water discharge, and portions of the Sewer System designated as Sanitary Sewers by the Authority.
- 102.49 "Sewage" means wastewater that contains the waste products or other discharges from the bodies of human beings or animals and any noxious or deleterious substances harmful or inimical to public health or to animal or aquatic life, or to the use of waters for domestic water supply or for recreation, or which constitutes pollution under the Pennsylvania Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended.
- 102.50 "Sewer Laterals" are sewer lines that connect to the Authority's Sewer Mains and carry sewage and/or Storm Water from one or more buildings or Premises to the Sewer Mains.
- 102.51 "Sewer Mains" are collection and transmission pipelines and related equipment and facilities, generally located in streets, public ways, or easements, that are used to collect and convey Sewage and/or Storm Water.

- 102.52 "Sewer System" means the entire system of public sewers owned by the City and leased and operated by the Authority pursuant to the Capital Lease Agreement. The Sewer System includes portions that have been designed as Combination Sewers, portions that have been designed as Sanitary Sewers, and portions that have been designed as Storm Sewers.
- 102.53 "Single Family Residential Development" is a residential development equal to a single family residential unit where the total flow is 799 gallons per day or less.
- 102.54 "Single Family Residential Property" is a single family Residential Property where the total flow is 799 gallons per day or less.
- 102.55 "Storm Sewers" means those portions of the public Sewer System in the City of Pittsburgh designed to accept and transport only flows of Storm Water, as distinct from Sewage.
- 102.56 "Storm Water" means drainage or runoff resulting from precipitation or snow or ice melt.
- 102.57 "Temporary Evidence of Compliance Statement" means an Evidence of Compliance Statement issued under those circumstances and conditions detailed in sections 613 or 614 of these Rules and Regulations.
- 102.58 "Tenant" means a Person or entity leasing Premises pursuant to a current lease agreement.
- 102.59 "USTRA" means the Utility Service Tenants Rights Act, 68 Pa. S.A. § 399.1 – 399.18, as amended.
- 102.60 "USTRA-Tenant" means a Residential Tenant, not a Customer, whose Dwelling Unit had water/sewer service at the time of rental, and who would be adversely affected by a shut off of service. An individual is not a USTRA-Tenant if he or she is or has agreed under the rental agreement to be a Customer or if he or she took possession of the Dwelling Unit when it was without water/sewer service. "USTRA" refers to the Utility Service Tenants Rights Act, 68 Pa. S.A. §§ 399.1 – 399.18.
- 102.61 "Vacancy Affidavit" means a notarized statement by the Owner of a property certifying that the property has been vacant and water service has been terminated at the Curb Stop for a period in excess of 90 days.
- 102.62 "Wastewater" means liquid waste discharged into the Sewer System by Dwelling Units or Business Use Properties, including wash water, Sewage, and other contaminants.
- 102.63 "Water Main" means a water distribution pipeline and related equipment and facilities, generally located in streets, public ways, or easements, that is used to deliver water to the general public.
- 102.64 "Water Service Lines" are water lines that connect to the Authority's Water Mains and that deliver water from the Water Mains to one or more buildings, Premises, or facilities.



## CHAPTER 2 CUSTOMER RIGHTS AND OBLIGATIONS

### 201.0 Residential Customers

- 201.1 The Authority\* will accept Owners, Tenants, and Occupants of Dwelling Units as Authority Customers and will provide water and sewer service in their names to their Dwelling Units under the terms and conditions set forth in these Rules and Regulations.
- 201.2 The Authority may accept applications for water service outside the City where the applicant's property is served by or can be practicably served by an Authority Water Main.

### 202.0 Application to become a Residential Customer — Owners

- 202.1 Subject to the requirements set forth in sections 202.2 and 206 of these Rules and Regulations, an Owner of a Dwelling Unit will become a Customer as of the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the property.
- 202.2 The Authority may require, as a condition of furnishing service to an Owner, the payment of any outstanding residential account that accrued within the prior 4 years for which the applicant is legally responsible and for which the applicant was properly billed.

- .1 The Authority will not require payment by the applicant of an outstanding residential account for which the applicant was not legally responsible, but the Authority may lien the delinquent balance.

### 203.0 Application to become a Residential Customer -- Tenants and other non-owner Occupants

- 203.1 Prospective Tenants and other Occupants are encouraged to contact the Authority prior to signing a lease to determine whether there is an existing, delinquent account for the Dwelling Unit.
- 203.2 The Authority may require, as a condition to furnishing residential service to a Tenant or Occupant:
- .1 payment by the Owner or its agent of any delinquent balance for the Dwelling Unit for which the Owner was properly billed;
- .2 payment by the applicant of any outstanding residential account that accrued within the prior 4 years for which the applicant is legally responsible and for which the applicant was properly billed.
- 203.3 Except as provided in section 211.0 applicable to USTRA-Tenant rights, a Tenant or Occupant of a Dwelling Unit who wishes to become a Customer of the Authority must submit:
- .1 satisfactory evidence of the Owner's consent to possession of the Dwelling Unit, which may be a current rental agreement, rent book, receipts, cancelled checks, other utility bills in the Tenant's or Occupant's name at that address, or other written evidence of the Owner's consent to occupancy; and
- .2 at least one piece of personal identification. If the personal identification does not bear the applicant's photograph, a second piece of personal identification may be required.

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\* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

## **204.0 Qualifications of applicants**

- 204.1 An Owner, Tenant or Occupant of a Residential Property is qualified to become a water and/or sewer Customer unless any one or more of the following circumstances exist.
- .1 The applicant is the agent of a current or previous delinquent Customer at the Dwelling Unit and is attempting on the delinquent Customer's behalf to avoid shut-off or restore service previously shut off without payment of said Customer's past due charges for water and/or sewer service or any other miscellaneous charges related to water and/or sewer service that are due. Such agency will normally be found to exist where the property that would be receiving the service is or will be occupied by the delinquent Customer or where such Customer would otherwise use or benefit from the service.
  - .2 The applicant has not paid or arranged to pay for past due charges for water and/or sewer service for which the applicant is legally responsible at this or another service address, including charges for unauthorized usage of Authority water.
  - .3 Water service to the Dwelling Unit is legally off and there exist uncorrected violations of the Health Department Plumbing Code at the Residential Property or service to the property would endanger health or safety.
  - .4 Service to a Tenant or Occupant cannot be accomplished without major revision of the Authority's distribution facilities or acquisition of additional rights-of-way.
  - .5 The Tenant or Occupant is a Customer currently receiving service at another residential service address.
- 204.2 If the Residential Property is separately metered, a Meter reading must be taken before the applicant will be accepted as a Customer.
- 204.3 If the Residential Property is set up for individual metering, but no operational Meter is in place, a Meter must be installed before the applicant will be accepted as a Residential Customer.
- 204.4 If the Residential Property is not separately metered or set up for separate metering, the Residential Property must be set up for separate metering, to the Authority's satisfaction, by a Registered Plumber at the cost of the Residential Property Owner or the Residential Tenant, and a Meter and Remote Reading Device must be installed before the applicant will be accepted as a Residential Customer. Installation charges must be paid before water service will be provided.

## **205.0 Authority's action on the application**

- 205.1 Upon receipt of the evidence and documents required by sections 202 or 203 of these Rules and Regulations, the Authority shall determine whether the applicant is a qualifying Owner, Occupant, Tenant, or USTRA-Tenant and whether the applicant is eligible to become an Authority Customer.
- 205.2 If the applicant is rejected as a Customer, the Authority shall so inform the applicant, and shall inform the applicant of any condition that must be met and any charges that must be paid in order to obtain service. A description of the process by which the applicant may dispute the Authority's determination will be provided.

## **206.0 Security deposits, new and existing Customers**

- 206.1 The Authority may require a deposit or a guarantee of payment as a condition to providing service to an applicant:
- .1 when the applicant has an existing, unpaid balance with the Authority;
  - .2 when service to the applicant's residence has been terminated because of unpaid bills;
  - .3 when the applicant has failed to make payments according to a payment schedule; or
  - .4 when the applicant is unable to provide information demonstrating that he or she is a satisfactory credit risk. The Authority may request and consider information including, but not limited to, the name of the applicant's employer, the length of employment, residences during the past five (5) years, credit cards, and any significant source of income other than from employment.
- 206.2 Where security is required as a condition of service, the Authority will accept a written guarantee from a responsible ratepayer or other Person able to establish proof of good credit, securing payment in an amount equal to that required for a cash deposit.
- 206.3 The amount of the deposit shall be equal to an amount 2 times the average estimated monthly bill for the Dwelling Unit, based on the last twelve months of service. The deposit shall be in the form of a cashier's check, money order, debit card payment, or credit card payment.
- 206.4 The Authority may require an existing ratepayer to post a deposit or guarantee of payment to re-establish credit when the Customer has been delinquent in the payment of any two consecutive bills or three or more bills in the preceding 12 months. The Authority will provide written notice to the Customer of its intent to require a deposit or guarantee of payment, should bills continue to be paid after the due date.
- 206.5 The Authority will require a deposit or guarantee of payment as a condition to reconnection of service following a termination.
- 206.6 The Authority will require a deposit or guarantee of payment, whether or not service has been terminated, when a Customer fails to comply with a material term or condition of a settlement or payment agreement.
- 206.7 A deposit will be refunded under the following conditions:
- .1 Upon termination or discontinuance of service, the Authority will apply the deposit, including accrued interest, to any outstanding balance and will refund any remainder to the Customer.
  - .2 When a Customer establishes creditworthiness.
  - .3 When a Customer substitutes a third-party guarantor under section 206.2.
  - .4 After a Customer has made full and timely payment of bills for service for 12 consecutive months.
- 206.8 Under the conditions set forth in sections 206.7.2, 206.7.3 and 206.7.4, the Customer may elect to have a deposit applied to reduce bills for service or to receive a refund.

#### **207.0 Turn-on of service**

- 207.1 The Authority will visit the property to turn on service for a new Customer at no charge to the applicant where service can be provided to a single Dwelling Unit by operation of the Curb Stop.
- 207.2 Where service can only be provided by means other than the operation of the Curb Stop, such as construction or restoration of the Water Service Line, such construction or restoration must be made privately at the expense of the applicant or Owner.
- 207.3 Notwithstanding any other provision of these Rules and Regulations, where service has been shut off by the Authority for any reason under these Rules and Regulations, and the Authority has been notified that the Health Department has determined the Premises to be in dangerous or imminently dangerous condition, service will be provided only upon the prior written consent of the Health Department.

#### **208.0 Termination of Customer relationship**

- 208.1 After acceptance by the Authority of an application, Tenants and Occupants who are Customers will remain responsible for paying all future charges for water/sewer service to their Dwelling Units until such time as there is:
  - .1 Notice of Intent to Disconnect Service pursuant to written request being received from the Customer to terminate Customer status and shut off service (for which there is a charge);
  - .2 acceptance of a new Customer for the Dwelling Unit by the Authority and the taking of a final Meter reading; or
  - .3 discontinuance of service to a vacant Dwelling Unit at the Owner's request.
- 208.2 The Authority will notify Tenants and Occupants who are Customers of termination of their status as Customers in writing by first class mail. Provided, however, that where a Customer requests the termination of his Customer status, service to his or her vacant Dwelling Unit may be thereafter shut off without prior notice.
- 208.3 Owners, whether or not they are Customers, remain responsible for paying water/sewer charges until the delivery of a completed Application for Final Bill.
  - .1 Customers selling property served by the Authority should request a final bill 5 to 7 days prior to the scheduled closing date.

#### **209.0 Termination of service**

- 209.1 Nothing in these Rules and Regulations shall modify the Authority's right to terminate water service without prior notice to prevent or alleviate an emergency or other circumstance that presents a danger to life or property.
- 209.2 The Authority may terminate service to a Residential Customer, after appropriate notice has been given, when the account balance remains unpaid 40 days following appropriate delivery of the Authority's invoice.

209.3 The Authority may terminate service when, for two or more consecutive billing periods, the Residential Customer has denied access to the Meter or Remote Reading Device for reading or repair.

- .1 To avoid shut off on this basis, the Customer, within 10 days of the date of the notice of termination sent by the Authority, must make an appointment for a reading or access to the Remote Reading Device or Meter.

209.4 The Authority may terminate service:

- .1 when a Meter, Remote Reading Device, or other Authority property has been tampered with or damaged, or is missing;
- .2 when Authority water is used in any fixture or for any purpose when there is no water contract on file with the Authority, or any unauthorized connection exists to the Water Main;
- .3 when a Residential Customer has made false or fraudulent statements in applying for water service; or
- .4 when a Person permits water to flow unnecessarily or to leak excessively from any pipe, fixture, or appliance upon property that the Person owns or occupies.

209.5 Whenever two or more Residential or Combined Use Properties have been supplied from a single connection or Ferrule, and one or more of the Owners or Occupants of the Premises becomes delinquent in the payment of water and/or sewer charges or permits water to flow unnecessarily or leak from any pipe, fixture, or appliance, the Authority may terminate the supply of water to all of the commonly supplied Premises. Supply will not be renewed until:

- .1 a separate connection is established for each Premises;
- .2 any delinquent water and/or sewer charges are paid; and
- .3 any leakage is corrected or unnecessary flow of water is stopped.

209.6 Notice of termination shall be in the form required by section 210 of these Rules and Regulations and shall be provided as follows:

- .1 to Customers who are Owners, Tenants, or Occupants, by mail at least 10 days prior to the scheduled shut off;
- .2 to USTRA-Tenants, by posting a notice of termination on the Premises at least 37 days prior to the scheduled shut off; and
- .3 by telephone call to the telephone number on file with the Authority; by electronic mail to an e-mail address on file with the Authority; or, if neither of these methods is available or effective, by posting a notice of termination on the Premises 48 hours before termination of service.

209.7 If, when notice of termination is received, an occupant of the Residential Property is seriously ill, the Authority will defer termination for a maximum of 30 days if the afflicted individual's physician contacts the Authority by facsimile or mail to explain how the termination of service will aggravate the medical condition. The physician's statement should include the name and address of the afflicted individual and his or her relationship to the Customer. A medical deferral may be renewed once, by the submission of another statement from the treating physician, for a maximum of 30 days. The Customer remains responsible for the outstanding balance during the postponement and may avoid termination by making a reasonable payment arrangement.

209.8 Water service will not be terminated on a Friday, Saturday, Sunday, or the day before a holiday.

209.9 The full cost of terminating water service will be added to the delinquent charges.

#### **210.0 Notice of termination**

210.1 Notice of termination to a Residential Customer shall contain the following information, in such form as the Authority shall from time to time deem appropriate:

- .1 account number;
- .2 date of notice;
- .3 address of property;
- .4 where services is being terminated for failure to timely pay for water and/or sewer services, the amount past due;
- .5 where service is being terminated for failure to provide access to a Meter or Remote Reading Device, the time within which access must be attained;
- .6 date on which water service will be shut off;
- .7 a telephone number and e-mail address to contact for further information or explanation; and
- .8 a statement that to avoid termination, the Customer must—
  - .1 pay the entire balance, including interest, before the scheduled termination date;
  - .2 negotiate or renegotiate a payment arrangement; or
  - .3 prior to the scheduled termination date, request a hearing, in person or in writing, if a dispute exists as to the Customer's responsibility for the bill, the amount due or other possible errors in the bill, or if the Customer believes that grounds exist for exoneration of all or part of the bill.

210.2 Notice of termination to the Customer Owner, where the Residential Property is occupied by a Tenant who is not a Customer, shall include the same information required by Section 210.1 of these Rules and Regulations, and the following information in such form as the Authority shall deem appropriate:

- .1 the obligation of the Owner, within 7 days of receipt of the notice, to provide the Authority with names and addresses of every Tenant and/or Occupant;

- .2 the Owner's ability to avoid the obligation to provide the names and addresses of Tenants and Occupants by paying the bill in full, entering into an agreement to pay the amount due, or request a hearing;
- .3 should the Owner fail, within 10 days of receipt of the notice, to pay the bill, enter into a satisfactory payment agreement, or request a hearing, the Authority will attempt to notify each Tenant and Occupant of the date of the scheduled termination and their rights; and
- .4 in addition to termination of water service, the Authority may sue the Owner in court for nonpayment and lien the Residential Property.

210.3 A termination notice to Tenants who are not Customers shall include the following information, in such form as the Authority may deem appropriate:

- .1 account number;
- .2 date of notice;
- .3 address of the property;
- .4 amount past due;
- .5 amount due for water and/or sewer service for thirty (30) days preceding the date of the notice;
- .6 reason for termination;
- .7 date of scheduled termination; and
- .8 the right of USTRA-Tenants to pay the amount due for the preceding 30 days, and to receive bills for subsequent periods of 30 days, so long as the landlord has not paid or arranged for payment of the delinquency.

#### **211.0 USTRA-Tenant rights**

211.1 A USTRA-Tenant may apply to the Authority for continued service at any time, unless:

- .1 The Tenant is the agent of a current or previous delinquent Customer at the Dwelling Unit and is attempting on the Customer's behalf to avoid shut off or restore service previously shut off without payment of the Customer's past due charges for water/sewer service. Such agency may be found to exist where the property that would be receiving service under a Tenant Customer arrangement is or will be occupied by the current or previous delinquent Customer or where such delinquent Customer would otherwise use or receive the benefit of the service; or
- .2 The Tenant has not paid or arranged to pay delinquent charges for water/sewer service arising out of illegal, unauthorized, or authorized usage for which he or she is responsible, whether at the same or another service address.

211.2 An individual who wishes continued service as a USTRA-Tenant must submit:

- .1 His or her name and current address;
- .2 At least one piece of personal identification. If the personal identification does not bear the applicant's photograph, a second piece of personal identification may be required.

- .3 Satisfactory written evidence of the tenancy, such as a lease, rent book, money order receipts, cancelled checks, or other utility bills in the applicant's name at that address, or rent receipts; and
- .4 Satisfactory evidence that the property had water/sewer service when the tenancy began.

**212.0 Restoration of water service**

212.1 When water service is terminated to a Residential Property due to a delinquent account, service will be restored when one of the following conditions has been met:

- .1 the outstanding account balance and appropriate restoration charges have been paid in full by cashier's check, money order, or other immediately available funds;
- .2 the Residential Customer enters into a payment agreement and provides the deposit or guarantee required by section 206 of these Rules and Regulations; or
- .3 the delinquency is eliminated or resolved following the hearing as contemplated by section 324 of these Rules and Regulations.

212.2 When water service is terminated due to the failure to provide access to a Meter or Remote Reading Device, service will be restored when the Residential Customer permits access and pays applicable restoration charges.

### **230.0 Business Customers**

- 230.1 The Authority will accept Business Use Property Owners, their duly authorized agents or Guaranteed Lessees as Authority Customers and will provide water and sewer service in their names to their Business Use Properties under the terms and conditions set forth in these Rules and Regulations.
- 230.2 The Authority may accept applications for water service outside the City where the applicant's property is served by or can be practicably served by an Authority Water Main.

### **231.0 Application to become a Business Customer – Owners**

- 231.1 Subject to the requirements set forth in sections 233 and 235 of these Rules and Regulations, a Business Use Property Owner will become a Business Customer as of the date of title transfer established by the record deed or otherwise established by sufficient evidence to show title to the property.

### **232.0 Application to become a Business Customer — Tenants**

- 232.1 A Tenant of a Business Use Property who wishes to become a Business Customer of the Authority may apply to become a Guaranteed Lessee. A Tenant applying for water and/or sewer service must submit:
- .1 information on names of principals, a current business address, and a current business license;
  - .2 satisfactory evidence of the Owner's consent to possession of the Business Use Property by the Tenant, generally a copy of the lease agreement or other written evidence of the Owner's consent;
  - .3 a written guarantee from the Business Use Property Owner assuring payment of any water and/or sewer charges billed to the Tenant; and
  - .4 where violations of the Health Department Plumbing Code are known to have existed, certification by a Registered Plumber that necessary corrections have been made and that the Business Use Property is compliant with the Plumbing Code.

### **233.0 Qualifications of applicants**

- 233.1 A Business Use Property Owner or Tenant (either shall be known as "applicant") is qualified to become a Business Customer under these Rules and Regulations unless:
- .1 The applicant has not paid or arranged to pay for past due charges for water and/or sewer service for which he is legally responsible at this or another service address, including charges for unauthorized use of water;
  - .2 The Guarantor Lessor has not paid outstanding water and/or sewer charges at the time of application;
  - .3 Water service to the Business Use Property is legally off, there exist uncorrected violations of the Health Department Plumbing Code at the property, and/or service to the property would endanger health or safety; or
  - .4 Service to the Business Use Property necessitates revision of the Authority's distribution facilities or acquisition of additional rights-of-way or the quantity of water required or the

pattern of expected usage will in the Authority's reasonable judgment negatively affect existing Customers or does not comply with existing Rules and Regulations governing water and/or sewer service.

- 233.2 If the Business Use Property is separately metered, a Meter reading must be taken before the applicant will be accepted as a Customer.
- 233.3 If the Business Use Property is set up for individual metering, but no operational Meter is in place, a Meter must be installed before the applicant will be accepted as a Business Customer.
- 233.4 If the Business Use Property is not separately metered or set up for individual metering, the Business Use Property must be set up for individual metering by a Registered Plumber to the Authority's satisfaction, at the cost of the Business Use Property Owner or the Tenant, and a Meter and Remote Reading Device must be installed before the applicant will be accepted as a Business Customer. Installation charges must be paid before water service will be provided.

#### **234.0 Authority's action on the application**

- 234.1 Upon receipt of the evidence and documents required by sections 232 or 233 of these Rules and Regulations, the Authority shall determine whether the applicant is eligible to become an Authority Customer.
- 234.2 If the applicant is rejected as a Customer, the Authority shall so indicate and will note any condition that must be met and itemize any charges that must be paid in order to obtain service. A description of the process by which the applicant may dispute the Authority's determination will be provided.

#### **235.0 Security deposits, new and existing Customers**

- 235.1 The Authority may require a deposit or a guarantee of payment as a condition to providing service to an applicant:
  - .1 when the applicant has an existing, unpaid balance with the Authority;
  - .2 when service to the applicant's Business Use Property has been terminated because of unpaid bills;
  - .3 when the applicant has failed to make payments according to a payment schedule; or
  - .4 when the applicant is unable to provide information demonstrating that the applicant is a satisfactory credit risk.
- 235.2 Where security is required as a condition of service, the Authority will accept a written guarantee from a responsible Customer or other Person able to establish proof of good credit, securing payment in an amount equal to that required for a cash deposit.
- 235.3 The amount of the deposit shall be equal to an amount 2 times the average estimated monthly bill for the Business Use Property, based on the last twelve months of service. The deposit shall be in the form of a cashier's check, money order, debit card payment, or credit card payment.
- 235.4 The Authority may require an existing Customer to post a deposit or guarantee of payment to re-establish credit when the Customer has been delinquent in the payment of any two consecutive bills or three or more bills in the preceding 12 months. The Authority will provide written notice to the Customer of its intent to require a deposit or guarantee of payment, should bills continue to be paid after the due date.

235.5 The Authority will require a deposit or guarantee of payment as a condition to reconnection of service following a termination.

235.6 The Authority will require a deposit or guarantee of payment, whether or not service has been terminated, when a Customer fails to comply with a material term or condition of a settlement or payment agreement.

235.7 A deposit will be refunded under the following conditions:

.1 Upon termination or discontinuance of service, the Authority will apply the deposit, including accrued interest, to any outstanding balance and will refund the remainder to the Customer.

.2 When a Customer establishes creditworthiness.

.3 When a Customer substitutes a third-party guarantor under section 235.2.

.4 After a Customer has made full and timely payment of bills for service for 12 consecutive months.

235.8 Under the conditions set forth in sections 235.7.2, 235.7.3 and 235.7.4, the Customer may elect to have a deposit applied to reduce bills for service or to receive a refund.

#### **236.0 Turn-on of service**

236.1 The Authority will visit the Business Use Property to turn on service for a new Business Customer at no charge to the applicant where service can be provided to a single Business Use Property by operation of the Curb Stop.

236.2 Where service can only be provided by means other than the operation of the Curb Stop, such as construction or restoration of the Ferrule or Water Service Line, such construction or restoration must be made privately at the expense of the applicant or Owner.

236.3 Notwithstanding any other provision of these Rules and Regulations, where service has been shut off by the Authority for any reason under these Rules and Regulations, and the Authority has been notified that the Health Department has determined the Premises to be in dangerous or imminently dangerous condition, service will be provided only upon the prior written consent of the Health Department.

#### **237.0 Termination of Customer relationship**

237.1 After the Authority's acceptance of an application, a Business Customer will remain responsible for paying all future charges for water and/or sewer service to its Business Use Property until such time as:

.1 the Authority accepts a new Business Customer for the Business Use Property and takes a final Meter reading; or

.2 the Authority issues a Notice of Intent to Disconnect and terminates service at the Business Use Property Owner's request.

237.2 Business Use Property Owners remain responsible for paying water and/or sewer charges until the issuance of a Notice of Intent to Disconnect or replacement by a new Business Customer.

- 237.3 A Guarantor Lessor seeking to terminate its Customer relationship with the Authority must notify its Guarantee Lessee or Lessees in writing by first class mail.

**238.0 Termination of service**

- 238.1 Nothing in this section shall modify the Authority's right to terminate service without prior notice to prevent or alleviate an emergency that presents a danger to life or property.

- 238.2 The Authority may terminate water service to a Business Use Property, after appropriate notice has been given, when the business account remains unpaid 40 days following appropriate delivery of the Authority's invoice.

- 238.3 The Authority may terminate water service to a Business Use Property, after appropriate notice has been given, when for two or more consecutive billing periods, the Authority has been denied access or prevented from accessing the Business Use Property to read, repair or replace the Meter or Remote Reading Device.

- .1 To avoid termination on this basis, the Business Customer, within 10 days of the date of the notice of termination sent by the Authority, must make arrangements for the Authority's access to the Meter or Remote Reading Device before the scheduled termination date. If access cannot reasonably be scheduled prior to the termination of service, then the termination date may be deferred to permit access; provided, however, that a Business Customer cannot defer termination for more than 30 calendar days on this basis.

- 238.4 Whenever two or more Business Use or Combined Use Properties have been supplied from a single connection or Ferrule, and one or more of the Owners, Tenants, or Occupants of the Premises becomes delinquent in the payment of water and/or sewer charges or permits water to flow unnecessarily or leak from any pipe, fixture, or appliance, the Authority may terminate the supply of water to all of the commonly supplied Premises. Supply will not be renewed until:

- .1 a separate connection is established for each Premises;
- .2 any delinquent water and/or sewer charges are paid;
- .3 any leakage is corrected or unnecessary flow of water is stopped.

- 238.5 Notice of termination shall be provided to the Business Customer and any Guarantor Lessor by mail at least 10 days prior to the scheduled termination, and shall contain the following information in such form as the Authority shall from time to time deem appropriate:

- .1 account number;
- .2 date of notice;
- .3 address of property;
- .4 where service is terminated for failure to timely pay for water and/or sewer services, the amount past due;
- .5 where service is terminated for failure to provide access to a Meter or Remote Reading Device, the time within which access must be attained;
- .6 date on which water service will be terminated;

- .7 action that must be taken to avoid termination, as set forth in section 238.6 below;
  - .8 notice that a timely submission to the Exoneration Hearing Board will prevent shutoff until a final decision is made, together with information on how a hearing may be requested; and
  - .9 a telephone number to call or e-mail address to contact for further information or explanation.
- 238.6 To avoid termination of water service, a Business Customer whose account is delinquent or the Guarantor Lessor must, before the scheduled termination date:
- .1 pay the entire balance, including interest;
  - .2 negotiate a payment agreement; or
  - .3 request a hearing.
- 238.7 Provided that no action to avoid or delay service termination has been taken as provided in these Rules and Regulations, the Authority or its agents will visit the Business Use Property on or after the scheduled date to terminate service.
- 238.8 The full cost of terminating water service will be added to the Business Customer's account.
- 239.0 Restoration of water service**
- 239.1 When water service is terminated due to a delinquent account, service will be restored when one of the following conditions has been met:
- .1 the outstanding account balance and appropriate restoration charges have been paid in full by cashier's check, money order, or other immediately available funds;
  - .2 the Business Customer enters into a payment agreement and provides the deposit or guarantee required by section 235 of these Rules and Regulations; or
  - .3 the delinquency is eliminated or resolved following a hearing as contemplated by section 324 of these Rules and Regulations.
- 239.2 When water service is terminated due to the failure to provide access to a Meter or Remote Reading Device, service will be restored when the Business Customer permits access and pays applicable restoration charges.



## CHAPTER 3 RATES AND CHARGES, ABATEMENT, BILLING AND COLLECTION

### A. RATES AND CHARGES

#### 301.0 Water consumption charge

301.1 Effective January 1, 2014,\*\* charges for the supply of metered water and the conveyance of sewage shall be determined and billed monthly, as follows:

<u>Meter Size</u>	<u>Minimum Gallons</u>	<u>Minimum Charge—Water</u>	<u>Minimum Charge—Sewer</u>	<u>Total Minimum Charge</u>
5/8"	0 - 1000	\$14.05	\$4.16	\$18.21
3/4"	0 - 2000	\$23.85	\$8.32	\$32.17
1"	0 - 5000	\$45.28	\$20.81	\$66.09
1 1/2"	0 - 10,000	\$89.49	\$41.62	\$131.11
2"	0 - 17,000	\$142.51	\$70.75	\$213.26
3"	0 - 40,000	\$306.10	\$166.47	\$472.57
4"	0 - 70,000	\$537.45	\$291.32	\$828.79
6"	0 - 175,000	\$1,276.35	\$728.29	\$2,004.64
8"	0 - 325,000	\$2,223.45	\$1,352.55	\$3,576.00
10" or larger	0 - 548,000	\$3,732.55	\$2,280.60	\$6,013.15

For every 1,000 gallons over the minimum, the rate will be the following:

<u>Account Classification</u>	<u>Water Allocation</u>	<u>Sewer Allocation</u>	<u>Total Combined Rate</u>
Residential Property*	\$5.66	\$3.72	\$9.38
Commercial Property	\$5.52	\$3.63	\$9.15
Industrial Property	\$5.05	\$3.32	\$8.37
Health or Education Property	\$8.18	\$5.37	\$13.55
Fire systems (use other than reported fire—Rule 304.9)	\$5.27	\$3.46	\$8.73

301.2 Determination of a Customer's account classification shall be made by the Authority based upon the Customer's preponderance of use. Any Customer dissatisfied with the determination may appeal to the Water Exoneration Hearing Board within 90 days of the Customer's first notice of the classification.

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\* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

\*\* New rates established and adopted by the Authority Board of Directors on October 11, 2013, by Agenda Item No. 102 of 2013.

301.3 Water Customers whose use is not metered shall be billed monthly at the following rates:

- .1 Unmetered single family Residential Customers shall be assessed a monthly charge of \$52.44;
- .2 Unmetered multi-unit Residential Customers shall be charged a multiple of the single unit rate, depending on the number of units. For example, 2 units x \$52.44 = \$104.88; 4 units x \$52.44 = \$209.76.
- .3 Unmetered Commercial and Industrial Customers shall be assessed a monthly charge of \$92.77.

**302.0 Distribution Infrastructure System Charge (DISC)**

302.1 Effective January 1, 2011, the Distribution Infrastructure System Charge (DISC) added to all customers' bills is 7 percent of the total water use and sewer conveyance charge.

**303.0 Sewage treatment rates**

303.1 The rates for Sewage treatment to sewer premises within the Authority's service area are established by ALCOSAN, and are paid by the Authority to ALCOSAN. Information on ALCOSAN's rates is available on its website.

303.2 Sewage treatment charges may be reflected on Authority invoices as ALCOSAN charges, basic service and sewage treatment.

**304.0 Service and equipment charges** Effective March 1, 2014, the following charges will be adjusted annually for increases in the annual Consumer Price Index for the Pittsburgh area most recently published by the Bureau of Labor Statistics or any successor organization prior to such anniversary. If the change in the Consumer Price Index is 0% or is a decrease, there will be no automatic adjustment.

304.1 Effective October 1, 2013, the Authority will apply the following miscellaneous charges and fees:

.1	Certified mailing	\$ 11.11
.2	History retrieval	\$ 15.00
.3	Final bill	\$ 20.00
.4	Processing of backflow device tests	\$ 25.00
.5	Returned check fee	\$ 30.00
.6	First termination of water service	\$ 75.00
.7	Second and subsequent terminations of water service	\$125.00
.8	Restoration fee	\$ 25.00
.9	Same day restoration fee	\$45.00

304.2 Dye test application processing fees:

.1	Evidence of Compliance Statement	\$ 25.00
.2	Temporary Evidence of Compliance Statement	\$ 25.00
.3	Visual inspection	\$ 75.00
.4	Duplicate dye testing certificate	\$ 25.00

304.3 Meter and Remote Reading Device Charges.

- .1 The charges for new Meters and associated Remote Reading Devices are reflected in the following charts. All Meters and Remote Reading Devices remain the property of the Authority once installed.
- .2 Where the malfunction of the Meter or Remote Reading Device is the responsibility of the Customer, as provided in section 509 of these Rules and Regulations, but the Meter and/or Remote Reading Device or their installation can be repaired by the Authority, the Customer will be charged for the repair at the rate of \$34.50 per hour for each plumber required for the repair. The minimum repair cost will be \$34.50. The maximum repair cost will be the total cost of replacement of both the Meter and Remote Reading Device, as reflected in the following charts.

Positive Displacement Meters:

<u>Meter Size</u>	<u>Meter</u>	<u>Remote Reading Device</u>	<u>Installation</u>	<u>Total</u>
5/8"	\$72.00	\$94.00	\$69.00	\$235.00
5/8" x 3/4 inch	\$72.00	\$94.00	69.00	\$235.00
3/4 inch	\$89.00	\$94.00	\$69.00	\$252.00
1 inch	\$126.00	\$94.00	\$69.00	\$289.00
1-1/2 inch	\$328.00	\$94.00	\$69.00	\$492.00
2 inch	\$429.00	\$94.00	\$69.00	\$592.00

Turbine Meters:

<u>Meter Size</u>	<u>Meter</u>	<u>Remote Reading Device</u>	<u>Installation</u>	<u>Total</u>
2 inch	\$403.50	\$94.00	\$274.00	\$771.50
3 inch	\$677.50	\$94.00	\$274.00	\$1,045.50
4 inch	\$966.00	\$94.00	\$274.00	\$1,334.00
6-inch	\$1,821.50	\$94.00	\$274.00	\$2,189.50
8 inch	\$2,776.50	\$94.00	\$274.00	\$3144.50
10 inch	\$4,700.00	\$94.00	\$274.00	\$5,068.00
12 inch	\$8,918.50	\$94.00	\$274.00	\$9,286.50
16 inch	\$10,100.00	\$94.00	\$274.00	\$10,468.00

Compound Meters:

<u>Meter Size</u>	<u>Meter</u>	<u>Remote Reading Device</u>	<u>Installation</u>	<u>Total</u>
2 inch compound	\$1,080.50	\$94.00	\$69.00	\$1,243.50
3 inch compound	\$1,300.00	\$94.00	\$274.00	\$1,668.00
4 inch compound	\$1,601.50	\$94.00	\$274.00	\$1,970.50
6 inch compound	\$2,499.00	\$188.00	\$274.00	\$2,961.00
8 inch compound	\$4,513.00	\$94.00	\$274.00	\$4881.00

Fire System Meters – Turbine:

<u>Meter Size</u>	<u>Meter</u>	<u>Remote Reading Device</u>	<u>Installation</u>	<u>Total</u>
3 inch	\$1,629.50	\$94.00	\$274.00	\$1,997.50
4-inch	\$1,900.00	\$94.00	\$274.00	\$2,268.00
6 inch	\$2,673.00	\$94.00	\$274.00	\$3,041.00
8 inch	\$3,225.50	\$94.00	\$274.00	\$3,593.50
10-inch	\$4,393.50	\$94.00	\$274.00	\$4,761.50

Fire System Meters – Compound:

<u>Meter Size</u>	<u>Meter</u>	<u>Remote Reading Device</u>	<u>Installation</u>	<u>Total</u>
4-inch	\$1,900.00	\$188.00	\$274.00	\$2,362.00
6 inch	\$3,971.50	\$188.00	\$274.00	\$4,433.50
8 inch	\$6,711.50	\$188.00	\$274.00	\$7,173.50
10 inch	\$10,757.00	\$188.00	\$274.00	\$11,219.00

304.4 Except as provided in section 509.6 of these Rules and Regulations, the fees for a Meter test will be as follows:

- .1 Residential Meter (5/8 inch – 1 inch) test \$69.00
- .2 Large Meter (1-1/2 inch – 6 inch) test: \$137.00
- .3 Meters larger than 6 inches will be tested at the Authority's cost.
- .4 Fire service meters will be tested at the Authority's cost.

304.5 Construction / temporary use Meters, required deposit:

- |    |                                  |          |
|----|----------------------------------|----------|
| .1 | 5/8 inch or 5/8 inch by 3/4 inch | \$340.00 |
|    | 3 /4 inch                        | \$390.00 |
|    | 1 inch                           | \$480.00 |
|    | Fire hydrant meter               | \$519.75 |
- .2 See section 304.8 for the separate charge for use of the hydrant.
- .3 All water consumption will be charged at the rate classification for Commercial Property.
- .4 Construction / temporary use Meters remain the property of the Authority and must be returned prior to the refund of the deposit. Any costs for damage or replacement of the Meter and any outstanding usage charges will be deducted from the deposit.

304.6 Water service tap fees during normal business hours:

1 inch	\$175.00
1-½ inch	\$325.00
4 inch tap	\$1,090.00
6 inch tap	\$1,295.00
8 inch tap	\$1,330.00
10 inch tap	\$1,395.00
12 inch tap	\$1,460.00

Fees are double the listed amounts for work performed outside normal business hours.

304.7 Valve operations during normal business hours:

4 inch to 12 inch diameter Water Mains	\$1,215.00
16 inch to 24 inch diameter Water Mains	\$1,980.00
30 inch to 48 inch diameter Water Mains	\$3,235.00

Fees are double the listed amounts for work performed outside normal business hours.

**304.8 Hydrants:**

- .1 No charge will be made for the use of hydrants or water to fight fires.
- .2 No charge will be made for the use of hydrants under or pursuant to a contract with the Authority or the City.
- .3 For all other uses of hydrants, there is a minimum charge of \$500.00 for each day of use.

**304.9 Fire systems:**

- .1 No charge shall be made for the use of water to fight fires. Customers whose fire systems have been activated to fight a fire should notify the Authority to assure that the associated water use will not be billed.
- .2 All water used through fire systems except during fires shall be charged at metered rates. The minimum charge for each month shall be as follows:

<u>Line Size</u>	<u>Meter Size</u>	<u>Minimum Charge</u>
2 inch	1 inch or less	\$19.22
3 inch	1-1/2 to 3 inch	\$55.67
4 inch	4 inch	\$122.13
6 inch or greater	6 inch or greater	\$355.08

**305.0 New Development**

- 305.1 The Authority's Procedures Manual for Developers addresses charges and fees applicable to new Development.

**B. ABATEMENT, BILLING AND PAYMENT, EXONERATION**

**320.0 Abatement of charges and fees**

320.1 When Premises are completely vacant, the Customer has provided the Authority with a Vacancy Affidavit, and the water supply has been shut off at the Curb Stop or Corporation Stop, no minimum charges will be assessed during the period of vacancy. Upon restoration of the water service to the Premises, or upon detection of water usage, applicable charges will be assessed.

**321.0 Meter reading, estimated billing**

321.1 When a Premises has been equipped with a Meter, but an accurate Meter reading cannot be obtained for reasons other than the conditions described in section 509.9 of these Rules and Regulations, the quantity of water used will be estimated for billing purposes. Estimated usage will be based upon actual Meter readings from prior cycles or by such other fair and reasonable methods as may be established by the Authority. Any necessary corrections shall be made in the next bill following an actual Meter reading.

321.2 All Meters or Remote Reading Devices shall be read at least once per year.

**322.0 Billing and payment, interest, liens**

322.1 All bills are due and payable on their stated due dates.

322.2 If current water and sewer bills are not paid in full by their due dates, interest of .0083 percent per month will be applied to the outstanding balance.

322.3 Unpaid water and sewer charges are a lien on the property.

**323.0 Payment arrangements**

323.1 The Authority's Customer Service employees are empowered to enter into payment arrangements with Customers whose accounts are not more than 90 days in arrears. Such agreements will apportion the amount in arrears over a period of time, adding an amount to the sums billed for current service. Eligibility and the amount of the payments shall be determined by factors such as:

- .1 the Customer's payment history;
- .2 the amount and duration of the account's arrearage; and
- .3 classification of property—Residential, Commercial, Industrial, or Health or Education.

323.2 A Customer who enters into a payment arrangement and thereafter complies with the terms of that arrangement will not be subject to termination of service or collection proceedings.

### **324.0 Appeal of charges; Exoneration Hearing Board**

324.1 A Customer who believes that the Authority has improperly collected, computed, or billed water consumption or other charges may appeal in writing to the Water Exoneration Hearing Board, 1200 Penn Avenue, Pittsburgh, PA 15222 or via e-mail to [info@pgh2o.com](mailto:info@pgh2o.com) within three months of the invoice date of the amount in dispute. Receipt of the Customer's appeal will be acknowledged by a notice sent by first class mail.

- .1 Where the appeal relates to a Meter reading, Customer Service will determine if the invoice was based on actual Meter readings. Where the Customer Service department determines that the Meter reading is an accurate reflection of the Customer's usage, Customer Service will inform the Customer of that finding and of the Customer's right to appeal that determination to the Water Exoneration Hearing Board via first class mail.
- .2 Where the appeal relates to an issue other than high actual Meter readings, the Customer Service department may, in appropriate circumstances, offer an adjustment of the billed amount. Such adjustments may not exceed 25 percent for a Commercial account and 50 percent for a Residential account. Customer Service will inform the Customer of its determination, and of any offered adjustment. The Customer may accept the adjustment, or may submit further information in support of its appeal. If the Customer chooses to submit further information, Customer Service will evaluate the submitted information and, if appropriate, make a further adjustment of the amount billed. The Customer Service department will inform the Customer of its decision in writing. The Customer may then either accept the modification or appeal the decision to the Exoneration Hearing Board.
- .3 The Authority's Customer Service department may adjust the amounts invoiced to Premises under the same circumstances that the Exoneration Hearing Board may recommend exoneration. See sections 324.3 and 324.4 below.

324.2 Except as provided below, all requests for exoneration must be made within three months of the date of the invoice containing the charge or assessment for which exoneration is claimed. All requests for exoneration must be in writing and directed to the Water Exoneration Hearing Board, Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, Pennsylvania 15222.

- .1 Should the request for exoneration follow an appeal made to the Authority's Customer Service department, the exoneration request will be considered timely if made within 30 days of the Customer Service department's final decision on the request. The deadline for filing an exoneration request under these circumstances will be noted on the Customer Service department's written decision.

324.3 The Water Exoneration Hearing Board may recommend exoneration in any of the following circumstances:

- .1 Where an error has been made in the calculation of the invoice.
- .2 Where a change in the physical character of the billed Premises has been made by removal or partial or total destruction of improvements.
- .3 Where there has been a change in water usage, with fixtures removed and water uses discontinued, exoneration will be recommended from the date of the approval of the contract covering the revised water use. So long as fixtures are on the premises, no water usage exoneration will be recommended.

- .4 Where there has been an underground leak, and the Customer had neither actual or constructive notice of the leak. In these circumstances, the recommended exoneration will be based on the gallonage over and above the normal use for the particular account, not to exceed 50 percent of the gallonage over and above normal usage, which shall be established by the average number of gallons used in the 12 months preceding the apparent beginning of the underground leak.
- 324.4 Where property has been acquired by the Commonwealth of Pennsylvania, the City of Pittsburgh, the School District of the City of Pittsburgh, the Urban Redevelopment Authority of Pittsburgh, or other government agency for street, school, or other development purposes, the Water Exoneration Hearing Board will recommend exoneration of 100 percent of the water consumption, sewer system maintenance, and distribution infrastructure system charges for such property under the following circumstances:
  - .1 The property is vacant; and
  - .2 the government agency has certified to the Authority, in writing, that the property is vacant and scheduled for demolition.
  - .3 No exoneration will be recommended in the absence of the notice and certification to the Authority.
- 324.5 No exonerations will be recommended or granted by the Authority for water lost, stolen or otherwise wasted through the Meter.
- 324.6 The Authority Board of Directors will consider the recommendations of the Water Exoneration Hearing Board and issue exonerations for circumstances falling within sections 324.3 and 324.4 and as it otherwise deems appropriate.
  - .1 Exonerations, when issued by the Board, shall be received in payment of Authority invoices for their face value provided they are offered within two years of the issuance of the exoneration.
  - .2 If the invoice covering charges later exonerated has been paid prior to the issuance of the exoneration, the Authority may direct the issuance of a refund check in payment of the exoneration.
- 324.7 The Water Exoneration Hearing Board's recommendations for exoneration of sewage treatment fees are directed to the ALCOSAN Board of Directors, and the discretion whether to exonerate such fees and in what amount rests with that body.

**C. COLLECTION OF DELINQUENT ACCOUNTS**

**325.0 Collection of delinquent accounts**

325.1 Any account with charges more than 10 days past due will be sent a reminder notice, which shall contain:

- .1 the Customer's account number;
- .2 the total amount due;
- .3 a request to pay immediately;
- .4 the address of the service location that is delinquent;
- .5 a warning that failure to pay will lead to legal steps being taken against the Customer and may result in termination of water service;
- .6 notification that unpaid water and sewer charges are a lien against the Customer's property; and
- .7 a statement that payment plans may be available and a contact telephone number and/or e-mail address for further information.

325.2 If any water and/or sewer bill remains unpaid 40 days after the invoice has been delivered, the Authority may serve a notice of termination on the Customer, following the procedures set forth in sections 209 through 211 of these Rules and Regulations for Residential Customers and section 238 of these Rules and Regulations for Business Customers.

325.3 Unpaid water and/or sewer bills more than 90 days in arrears are referred to Jordan Tax Service, LLC for collection.

325.4 Notice of collection required by 53 Pa. S. § 7106 shall be provided to the delinquent Customer as required by that statute. Fees and costs of collection, as set forth in section 326 below, shall accrue for all collection efforts undertaken more than 30 days following the date of the notice, or more than 10 days following any second notice required by 53 Pa. S. § 7016. If not paid by the Customer, the fees and costs of collection shall be added to and become part of the delinquent claims in the collection proceeding.

### 326.0 Collection expenses and fees

- 326.1 Servicing charges: effective September 12, 2008, the following servicing charges, expenses, and fees are adopted and approved as reasonable and recoverable whether or not enforcement proceedings have been initiated. These fees and charges will be payable by the delinquent Customer and added to the delinquency claim, and must be paid in full before the discharge and satisfaction of any delinquent claim.

Expense	Amount
Out-of-pocket expenses, including but not limited to the expense of title searches, investigators, and process servers	actual cost
Preparation and issuance of a no-lien letter	\$25.00
Postage expense	actual cost
Servicing expense related to collection of delinquent claims, which shall accrue on the first day of the month for the entire month or partial month. Gross collections, for the purpose of calculation, shall include the face amount of the delinquency, together with interest and lien costs for each delinquent claim collected. Lien costs are charges for the filing, satisfaction, revival, amendment, and transfer of delinquent claims. Gross collections do not include any record costs, attorney fees, or out-of-pocket expenses related to the collection of delinquent claims.	15% of gross collections

- .1 Liability for servicing expenses, out-of-pocket expenses, and postage expenses authorized in this section accrue immediately upon the effective date for all delinquent claims due in 2008 and prior years originally billed more than 90 days from the effective date.
  - .2 Liability for servicing expenses, out-of-pocket expenses and postage expenses authorized in this section shall accrue on the 91<sup>st</sup> day from the initial billing date for all unpaid delinquent claims for calendar years 2008 and thereafter not paid-in-full within 90 days of the initial billing for the delinquent claim.
  - .3 Liability for expenses authorized by this section shall be retroactive to the date of each delinquent invoice.
- 326.2 Enforcement expenses: in any enforcement proceeding, the following shall constitute reasonable expenses, necessary for the initiation and prosecution of legal proceedings:

Expense	Amount
Title search	actual cost, not to exceed \$250
Each bring-down or update of title search in connection with entry of judgment, issuance of execution, listing for sale, or other action	\$50
Out-of-pocket expenses including but not limited to postage, non-Sheriff's service of process, investigation of whereabouts of interested parties	actual cost

- 326.3 Flat rate fees, enforcement matters: effective September 12, 2008, the following schedule of attorney fees is adopted and approved as reasonable fees for all matters described, which fees shall be awarded to the Authority, its agents, counsel, or assigns in each action initiated for the collection of delinquent accounts. The property Owner's or Customer's obligation to pay the full amount of the flat fee for each phase of each action shall accrue on the initiation of any aspect of each phase. The full amount of each flat fee for each prior phase of the proceeding shall carry over and be due on a cumulative basis, together with the flat fee for each subsequent phase initiated.

Activity	Flat Fee
Preparation and filing of claim	\$150
Preparation and service of writ of scire facias or complaint in assumpsit, sheriff's direction for service, notice pursuant to Pa. R. Civ. P. 237.1, and preparation and filing of praecipe to settle and discontinue the action	\$450
Where there are federal judgments, federal mortgages, or other federal interests of record, notice, service, and presentation of appropriate motions	\$200
Preparation, filing, monitoring, and conclusion of amicable <i>scire facias</i> or consent judgment, including negotiation, preparation, and filing of pleading, acceptance of service, installment payment, and/or forbearance agreement and satisfaction	\$400
Entry of judgment, including preparation and filing of praecipe to enter judgment, notices of judgment, affidavit of non-military status, and praecipe to satisfy judgment	\$225
All documents necessary for execution of judgment, including preparation of praecipe for writ of execution, Sheriff's documents, preparation and service of notices of Sheriff's sale, garnishments, personal property sales, staying writ of execution, and attendance at one' Sheriff's sale.	\$700
Each continuance of Sheriff's sale at the request of the defendant	\$100
Judicial sales pursuant to 53 Pa. S.A. § 7281, including preparation and service of documents, court appearances, attendance at sale and proposed schedule of distribution of proceeds of sale	\$700
Preparation of installment payment agreement	\$150
Preparation, filing, and presentation of motions, other than alternative service motions, including but not limited to motions to reassess damages, motions to amend caption, motions to continue the Sheriff's sale or other execution	\$200

- 326.4 Hourly rate fees, enforcement matters: Effective September 12, 2008, the following schedule of attorney fees is adopted and approved as reasonable fees for all matters described, which fees shall be awarded to the Authority, its agents, counsel, or assigns in each contested matters, and in all other matters not addressed in section 313.2 above, undertaken in connection with the collection of delinquent accounts. Hourly rate matters include, but are not limited to, any matters where any defense, objection, motion, petition, or appearance is entered at any phase of any proceeding by or on behalf of any defendant or other interested party.

Person	Hourly Fee
Senior attorney (practicing law for 10 years or more)	\$185
Junior attorney (practicing law for fewer than 10 years)	\$160
Paralegals	\$100
Law clerks	\$65

.1 All time shall be recorded and charged in units of 0.1 of an hour.

- 326.5 In no event shall the Authority's right to charge and collect reasonable attorney fees pursuant to sections 326.3 and 326.4 be impaired by the fact that any delinquent claim may also include an attorney commission of 5 percent for delinquent claims filed prior to December 19, 1990. Any attorney fees assessed and collected under this or any prior regulations or resolutions shall be in addition to any 5 percent commission previously included in any delinquent claim or judgment.



## CHAPTER 4 DEVELOPMENT WITHIN THE AUTHORITY'S SERVICE AREA

### 401.0 Procedures Manual for Developers

- 401.1 The Authority\* has adopted a Procedures Manual for Developers applicable to Development within the Authority's service areas in the City. The current Procedures Manual for Developers, and any amendments thereto duly adopted by the Authority, are a part of these Rules and Regulations. The Procedures Manual for Developers is available at the Authority's website, [www.pgh2o.com](http://www.pgh2o.com).
- 401.2 Because the Procedures Manual for Developers cannot address all issues relating to water and sewer facilities on all properties, Developers are encouraged to schedule a preliminary meeting with the Authority's Engineering and Construction Division to discuss the scope of the project, the available water and sewer service, and the Authority's requirements.

### 402.0 Water and sewer facilities serving a single building or property

- 402.1 Water lines that serve a single building or property are Water Service Lines and, except as provided in section 506 of these Rules and Regulations, are the responsibility of the building or property Owner.
- 402.2 Sanitary Sewers, Storm Sewers, and/or Combination Sewers that serve a single property are Sewer Laterals and are the responsibility of the property Owner.

### 403.0 Facilities constructed by Owners or developers and dedicated to public use

- 403.1 The Authority may grant permission to an Owner or developer of property to lay water, Sanitary Sewer, and/or Storm Sewer lines intended to serve multiple Dwelling Units and/or Business Use Properties, such facilities to be dedicated to public use, provided that the property Owner or developer enters into a development agreement with the Authority in a form satisfactory to the Authority.
- 403.2 If water, Sanitary Sewer, or Storm Sewer lines serving multiple buildings or properties are located on private property, it shall be the responsibility of the property Owner or Owners served by the lines to maintain them without expense or other liability to the Authority. Provided, however, that when in the judgment of the Authority it is in the best interest of the Authority, then the Authority may accept the dedication of the water and/or sewer lines to public use, provided that the property Owner or Owners execute an agreement, in a form acceptable to the Authority, whereby an easement or right-of-way of sufficient width to protect the water and/or sewer facilities is granted and the Authority is given the right of entry for the maintenance, inspection, operation, repair, replacement, removal and/or abandonment in place of the dedicated facilities.
- 403.3 Where a property Owner or developer constructs or causes to be constructed at the property Owner or developer's expense any extension of the water or Sewer System dedicated to and accepted for public use, the Authority shall provide for partial reimbursement to the property Owner or developer if, within 10 years of the dedication, the Owner of another property not in the Development for which the extension was constructed connects a Water Service Line or Sewer Lateral directly to the extension. Reimbursement shall be calculated and made as provided in 53 Pa. C.S. § 5607(d)(31).

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\* Words with initial capital letters are defined in Section 102.0 of these Rules and Regulations.

#### **404.0 Water and Sewer Use Application**

404.1 As provided in the Procedures Manual for Developers, the Authority requires the completion and submission of a Water and Sewer Use Application for:

- .1 new water and/or sewer tap(s) for all subdivisions;
- .2. new water and/or sewer tap(s) for residential development larger than a Single Family Residential Development (total project flow is greater than 799 gallons per day);
- .3 new water and/or sewer tap(s) for all Business Use Properties; and
- .4 change of use of a facility or property resulting in an increase in sanitary flows (greater than 799 gallons per day) to an existing tap on an Authority Sewer Main.

The applicant can obtain the Application from the Authority website ([www.pgh2o.com](http://www.pgh2o.com)), by mail or by calling 412.255.0841 to request a copy. Instructions for completing the Application are found in the Procedures Manual for Developers.

404.2 A Water and Sewer Use Application is not required if the only proposed change is the termination of a water and/or sewer tap. However, the applicant must prepare and submit Form TERM—Termination Permit. Termination drawings may also be required. Instructions for preparing Form TERM for sewer taps are found in Chapter 3A or 3B of the Procedures Manual for Developers. Instructions for preparing Form TERM for water taps are found in Chapter 4 or 5.

404.3 A Water and Sewer Use Application is not required for a Small Residential Development (up to 799 gallons per day). However, the property Owner or developer may be required to complete a Customer Application, Water Service Connection Application, Sewer Lateral Connection Application, or Tap Termination Permit, depending upon the planned Development. Applicable fees must be paid prior to the commencement of the work. The application and permit forms are contained in the Procedures Manual for Developers, located on the Authority's website. The appropriate forms can be completed and any applicable fees paid at the Authority's permit counter, First Floor, Penn Liberty Plaza I, 1200 Penn Avenue, Pittsburgh, PA 15222.

#### **405.0 Water and sewer tap-in plans**

405.1 As provided in the Procedures Manual for Developers, the Authority requires the completion and submission of a water and/or sewer tap-in plan for:

- .1 any new water and/or sewer tap(s) for all subdivisions;
- .2 any new water and/or sewer tap(s) for a Residential Development larger than a Single Family Residential Development;
- .3 any new water and/or sewer tap(s) for Business Use Properties;
- .4 any change in the use, as defined by the Authority, of any facility or property resulting in an increase in water flows from or sanitary flows to an existing tap on an Authority main; and
- .5 any termination of any water and/or sewer tap(s) at the Authority main.



## CHAPTER 5 WATER

### 501.0 Water use generally

501.1 No Person shall connect to the Authority's\* water system unless that Person has obtained a permit from the Authority.

501.2 No Person shall do any of the following without the written authorization of the Authority:

- .1 expose or make an opening of any kind in an Authority Water Main;
- .2 make any connection with any approved Water Service Line; or
- .3 make use of water supplied by the Authority.

501.3 Any Person who causes or allows water supplied by the Authority to be used in any fixture or for any purpose when there is no approved water contract on file with the Authority, upon discovery of the use, shall be charged the applicable water rate from the preceding January 1. The Authority shall terminate the supply of water to the Premises until an approved contract has been signed and filed with the Authority.

501.4 Without limiting its rights under the law, the Authority and its authorized agents and contractors may enter and inspect any property at reasonable times to ascertain the existence of unnecessary flow or leakage of water, to read the Meter or Remote Reading Device, or to repair or replace the Meter or Remote Reading Device.

### 502.0 Prohibited conduct

502.1 No Person shall:

- .1 damage, injure or displace, by willful, careless, or negligent act, any pipe, Curb Stop, hydrant, reservoir ground, engine or anything else pertaining to the Authority's water facilities;
- .2 throw or place dirt, stones, animals, or any other articles or liquids into a reservoir;
- .3 enter a reservoir;
- .4 open or tamper with a reservoir cover;
- .5 cause any waste of water;
- .6 allow water to unnecessarily flow from his or her property or Premises; or
- .7 use water for any purpose other than hygienic, culinary or other necessary household or business purposes without an agreement to that effect.

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\* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations.

#### **503.0 Water service connections**

- 503.1 All applications for water service connections shall require separate Water Service Line connections, a Meter and Backflow prevention device for domestic water service, and a double detector check valve with a by-pass Meter for fire protection systems if fire protection systems are required by applicable building codes and/or are indicated on the application. Upon the request of the applicant and the recommendation of the applicant's engineer, a one tap, one service line connection capable of supplying the water volume demand for domestic and fire protection systems may be permitted at the discretion of the Authority.
- 503.2 Not more than one Premises shall be supplied with water from a single connection to the Authority Water Main without the written approval of the Authority.
- 503.3 No Person shall cross connect any well, cistern, spring or other source of water with any line supplying Authority water without the written consent of the Authority and in accordance with all applicable Rules and Regulations.

#### **504.0 Conversion of Party Water Service Lines**

- 504.1 Within 6 months of receiving a directive from the Authority to do so, Residential Property Owners whose properties are served by a Party Water Service Line, either metered or flat, and other Residential Property Owners whose properties are provided with water under a flat rate are required to have an individual Water Service Line installed, and to obtain and have installed an individual Meter of a size, type, and setting approved by the Authority. Installation and the cost of installation of the Water Service Line from the residence to the Curb Stop is the responsibility of the property Owner. Installation and the cost of installation of the Water Service Line from the Water Main to and including the Curb Stop is the responsibility of the Authority. No tap fee will be imposed under these circumstances, and the property Owner may apply to the Authority for the supply of a Meter without charge. All plans for installation of the Water Service Lines and the scheduling of such work is subject to the permitting process and the prior approval of the Authority.
- 504.2 Within 6 months of receiving a directive from the Authority to do so, Business Use Property Owners whose properties are provided with water under a flat rate or are served by a Party Service Water Line are required to obtain and install a Meter of a size, type, and setting approved by the Authority and a Backflow prevention device approved by the Authority. The installation and the cost of installing the entire Water Service Line, including the Corporation Stop or mechanical joint tee, is the responsibility of the property Owner. No tap fee will be imposed under these circumstances, and the property Owner may apply to the Authority for the supply of a Meter without charge. All plans for installation of the Water Service Lines and the scheduling of such work shall be subject to the permitting process and the prior approval of the Authority.

#### **505.0 Specifications for water service connections**

- 505.1 A sufficient Curb Stop shall be affixed to every Water Service Line or private water main 2 inches in diameter and smaller and, except with the written consent of the Authority, shall be placed within 12 inches of the curb line of the street in which the Water Main is located.
- 505.2 Specifications for water service connections to residential Developments larger than a Single Family Residential Development and for all Business Use Property Developments are contained in the Procedures Manual for Developers.

505.3 An approved Curb Box shall be installed over every Curb Stop, allowing free access to the Curb Stop. The Curb Box, including the lid, shall be even with the existing grade of the ground surface and readily distinguishable to facilitate Authority access to the Curb Stop.

#### **506.0 Ownership and maintenance of Water Service Lines**

506.1 For Water Service Lines of 1 inch in diameter or less serving a Single Family Residential Development, the Authority has maintenance responsibility for the Curb Stop, the Curb Box, and for that portion of the Water Service Line running from the Curb Stop to the Water Main. The property Owner owns and is responsible for the maintenance of that portion of the Water Service Line running from the Premises being served with Authority water to the Curb Stop, including the connection to the Curb Stop but not the Curb Stop itself.

- .1 Except as provided in section 506.1.3 below, where connection of the property Owner's Water Service Line to the Authority's Curb Stop is not possible due to the condition of the Curb Stop, the Authority will replace the Curb Stop, upon request, at no cost to the property Owner.
- .2 Should the property Owner observe any condition that interferes with the use or safety of the Curb Box, such as an open or damaged Curb Box lid, an uneven condition of the Curb Box and the adjacent ground surface, or a condition that could impair access to the Curb Box, the property Owner shall contact the Authority for repair or replacement of the Curb Box. Except as provided in section 506.1.3 below, the repair or replacement of the Curb Box will be performed at the Authority's cost.
- .3 Customers and property Owners may not cover, obscure, damage, tamper, or interfere with the Curb Stop or Curb Box. Customers and property Owners shall not interfere in any way with the Authority's access to or use of the Curb Stop. If the Curb Box or Curb Stop is damaged by the Customer or property Owner, or the Curb Box or Curb Stop is covered so as to preclude or interfere with access, the Customer or property Owner is responsible for the cost of the Authority's work in uncovering, repairing, or replacing the Curb Stop and/or Curb Box, and for the cost of restoring adjacent landscaping, sidewalks, or other property affected by the work. The Authority will invoice the Customer or property Owner for the Authority's costs of repair or replacement and restoration. Invoicing, payment, and collection will be in accordance with Chapter 3 of these Rules and Regulations.
- .4 Customers and property Owners may not use or operate the Curb Stop. When water service has been terminated in accordance with these Rules and Regulations, only the Authority or a Person authorized by the Authority shall operate the Curb Stop to restore service. Unauthorized use of the Curb Stop to restore service may be theft of water service subject to a fine in the amount of \$500.00 and to prosecution under applicable law. Further, such unauthorized operation of the Curb Stop will result in charges for all water used, termination charges, and such other deposits, charges, or fees authorized by these Rules and Regulations.

506.2 If the Owner of a Single Family Residential Development installs or wishes to have installed a Water Service Line greater than 1-inch in diameter, then ownership and maintenance responsibility for the entire Water Service Line, from the Premises being served with Authority water up to and including the connection of the Water Service Line to the Authority Water Main, including the Curb Stop and Curb Box, and the Corporation Stop or mechanical joint tee, lies with the property Owner. This section 506.2 shall apply to all installations of Water Services Lines to Single Family Residential Developments following the effective date of these Revised Rules and Regulations.

506.3 Ownership of Water Service Lines serving Business Use Properties and multi-unit Residential Properties, from the Premises being served with Authority water through the Curb Stop and Curb Box, and up to and including the connection of the Water Service Line to the Authority Water Main, whether that connection is made by a Corporation Stop or a mechanical joint tee, lies with the property Owner, and the property Owner shall be responsible for maintenance of the Water Service Line as so described.

506.4 Where a Person permits water to leak or flow unnecessarily from a Water Service Line or from any pipe, fixture or appliance onto property the Person owns or occupies, and the Authority gives written notice of the leak or other problem to the property Owner or Occupant, the property Owner or Occupant shall have 5 business days in which to make necessary repairs. Should no action be taken within the allowable 5-day period, the Authority may assess a daily charge for each day after such allowable 5-day period in which the waste of water continues or, in the Authority's discretion, may terminate water service to the Premises until the leak or other condition is repaired. The daily charge shall be equivalent to the monthly minimum Meter charge that is predicated upon the Meter size supplying a particular account.

#### **507.0 Water metering requirements generally**

507.1 In general, service connections to the Authority's Water Mains shall be measured by an Authority Meter and Remote Reading Device of a size, type and setting approved by the Authority for the purpose of recording usage and for billing and collecting charges for water and services provided by the Authority.

507.2 All Authority Customers shall, as a condition of continued service, have the following responsibilities:

- .1 provide access to the Customer's Premises for installation or replacement of a Meter and Remote Reading Device;
- .2 allow the installation of a new or replacement Meter and/or Remote Reading Device;
- .3 provide clear and free access to the area around the Meter and the Remote Reading Device; and
- .4 provide a working shut-off valve and plumbing that is in good condition adjacent to the Meter.

507.3 Owners and/or Customers are required to notify the Authority immediately if there is no functioning Meter or Remote Reading Device for recording and reflecting usage at any Premises served by the Authority Water Mains.

#### **508.0 Location of Meter and Remote Reading Device**

508.1 The Meter location must provide ready accessibility for Meter installation, repair, or replacement. If it does not, the Authority may require the property Owner to change the plumbing at the property Owner's cost.

508.2 Where a Meter is installed inside a building, the Remote Reading Device shall be installed on the outside wall of the Premises or building being served at the driveway or at any other location that in the Authority's judgment is accessible under most conditions. It shall be securely attached to the building at a level between 3-1/2 and 4-1/2 feet above grade, outside of any fenced-in areas if possible, and clear of obstructions. It shall be located on the front of the building or on a side near the front. If two buildings are separated by a driveway, it shall be located on the sides of the

buildings facing each other to facilitate reading. Exceptions to these location requirements will be made only if approved by the Authority in writing.

508.3 See the Authority's Procedures Manual for Developers for requirements on Meter placement for new construction.

**509.0 Ownership, maintenance, testing, and replacement of Meters and Remote Reading Devices**

509.1 Meters and Remote Reading Devices are secured through the Authority. Upon installation, the Meter and the Remote Reading Device remain or become the property of the Authority and, subject to these Rules and Regulations, the Authority will test, maintain, repair, and replace the Meter and the Remote Reading Device so that they will perform in accordance with accepted utility standards.

509.2 Owners are responsible for protecting the Meter from damage and from freezing, and for protecting the Remote Reading Device from damage. Customers may not disconnect, move, or remove the Meter or Remote Reading Device without the written consent of the Authority.

509.4 The Authority shall designate a Meter size appropriate to the Customer's projected flows, so as to assure accurate registration of water use without excessive wear.

.1 If a Meter shows excessive wear due to excessive rates of flow (as defined by the Meter standards set by the American Water Works Association), the Authority may require the property Owner to increase the size of the service connection and Meter, or to provide an additional water service connection and Meter.

.2 If a Meter is registering low water use for the size of the chosen Meter, such that the Meter is inaccurately registering water use, the Authority may require the property Owner to decrease the size of the Meter to improve accuracy.

509.5 A Customer experiencing or anticipating a reduction in flows may submit a downsizing request to the Authority, and the Authority will replace the existing Meter with a Meter of a smaller size at no cost to the Customer. The responsibility for changes in plumbing to support the smaller Meter lies with the Customer. Should the Customer later wish to further change the size of the Meter, the cost of the second replacement Meter will be the Customer's responsibility.

509.6 A Customer may apply to the Authority for a test of the accuracy of a Meter. The cost of the testing shall be billed to and paid by the Customer except as provided in this section 509.

.1 If, upon testing, the Meter is found not to be registering in accordance with the current American Water Works Association standard for that size and type Meter, then the Customer shall not be charged for the test. If the test demonstrates that the Meter was over-registering the customer's consumption, then the Authority shall review the billing history of the tested Meter for a period not to exceed twenty-four months on the basis of the corrected registration, and revise the account and the bill as necessary. Provided, however, that where the inaccuracy of the Meter is attributable to the Owner's or Customer's negligent failure to protect the Meter or Remote Reading Device from damage, then the testing cost will be the Customer's responsibility and no adjustment of the bills will be made.

509.7 Except as may be otherwise provided by written agreement executed by the Authority, ownership of the Meter crock or vault, including the cover of the crock or vault, the piping, valves, and appurtenances, and the other supporting or protective structure for the Meter lies with the Owner or Customer, and the Owner or Customer has the responsibility to maintain and replace the crock

or vault, and the cover of the crock or vault, as necessary for proper operation and reading of the Meter and for the public safety.

509.8 The Owner and/or Customer shall not arrange for, establish, or permit to continue any plumbing arrangement that can be used to bypass the Meter, or allow unmetered water to enter the Premises, or in any way limit the Meter's effectiveness in measuring water consumption. The Authority may suspend water service to any property with such an illegal connection or condition until that connection or condition has been corrected to the satisfaction of the Authority. Such connection or condition may constitute a theft of water service, and the responsible parties may be fined or otherwise prosecuted under applicable law.

509.9 Where a Meter or a Remote Reading Device malfunctions due to failure to maintain connected plumbing or is stolen, vandalized, or damaged by abuse or through neglect, a new Meter and/or Remote Reading Device must be secured from the Authority and installed at the expense of the property Owner. During the period the Meter malfunctions or is absent, the Authority shall assess double the flat rate charges as set forth in section 301.3 of these Rules and Regulations. The assessment shall be continued until a Meter of a size, type, and setting approved by the Authority is installed and operating properly. All work will be done at the expense of the property Owner.

#### **510.0 Metering by Owner**

510.1 Owners may install private, secondary meters or sub-meters in their properties to measure water used by tenants or otherwise for their own purposes. Such meters shall be purchased, maintained, and repaired at the property Owner's expense, and they may be installed only on the Premises side of the Authority Meter. Responsibility for use, operation, and maintenance of such secondary meters or sub-meters lies with the property Owner.

#### **511.0 Backflow prevention**

511.1 Newly installed or replaced Water Service Lines shall be equipped with an approved Backflow device as required by section 608 of the Health Department's Plumbing Code. Responsibility for supply, installation, and maintenance of the approved Backflow device lies with the property Owner.

511.2 Owners of all Business Use Properties are required to have all Backflow prevention devices tested annually and to certify to the Authority that the device is operating satisfactorily. The Authority will send the required test report form to the property Owner. The property Owner must have the device tested, complete the test report form, and return the form to the Authority with the required certification within 30 days of receiving it.

#### **512.0 Fire protection systems**

512.1 The Authority does not warrant or represent that the existing water supply system is adequate in any location or circumstance for the successful operation of fire protection systems that may be required by law or selected by the property Owner. It is the responsibility of the property Owner, at the property Owner's expense, to evaluate the adequacy of the existing water supply system, and to secure any and all equipment and any necessary alternative power source should the existing water system be inadequate to start or maintain the operation of the fire protection system.

512.2 Fire protection systems must comply with National Fire Protection Association Standard 13D adopted by the Health Department.

512.3 The Authority's requirements for fire protection systems for Business Use Properties and for Residential Properties other than Single Family Residential Developments can be found in the Procedures Manual for Developers.

512.4 Where fire protection systems are required by law to be installed in Single Family Residential Developments or where the Owner of such a development elects to install a fire protection system, it is the responsibility of the property Owner, at the property Owner's expense:

- .1 to determine whether the existing water system has adequate pressure and/or volume to start and maintain the operation of the proposed fire protection system;
- .2 if the existing water system has inadequate pressure and/or volume to operate the proposed fire protection system, to redesign the fire protection system to adjust the pressure required or to install a pressure pump and any necessary alternate power source for the operation of the pump;
- .3 if necessary, to secure from the Authority and have installed a 1-inch Meter; and
- .4 to install an appropriate fire protection system, in accordance with all applicable codes, rules, and regulations.

512.5 The Authority shall have no responsibility and no liability for the design, installation, inspection, operation, or repair of fire protection systems, Backflow prevention devices, or any necessary pressure pumps or alternative power sources. The Authority has no responsibility and no liability for the failure of any such systems.

512.6 Should the Authority terminate water service to a Customer in accordance with these Rules and Regulations, the Authority shall have no responsibility to supply water to the Customer's fire protection systems and no liability for the failure of the fire protection systems to suppress a fire.

### **513.0 Hydrants**

513.1 The Authority regulates the use of water from all hydrants, including private hydrants.

513.2 No Person other than the Authority and the City shall use any Authority hydrant without first securing a permit from the Authority. Use of the hydrant shall be on the terms stated in the permit. Permit fees are specified in section 304.8 of these Rules and Regulations.

513.3 A hydrant permit applies only to the specific hydrant or hydrants identified in the permit.

513.4 Except where expressly approved by the Authority, the use of Authority hydrants, by Persons other than the Authority or the City, in freezing weather or when the ground is frozen is not permitted, even if the Authority has issued a permit. The outside air temperature must be at least 40 degrees Fahrenheit and rising before a hydrant may be opened.

513.5 The Authority may decline to issue a hydrant permit or may cancel a hydrant permit in cases of water shortage, cold weather, damage to private or City property resulting from hydrant use, prior or existing violations of a hydrant permit, or whenever the public interest so requires.

### **514.0 Termination of water service connections; removal of abandoned or unused Water Service Lines**

514.1 An Owner of a Single Family Residential Development intending to terminate the water service connection to the property must complete a Tap Termination Permit Application.

- 514.2 Requirements for termination of water service connections to properties other than Single Family Residential Developments can be found in the Procedures Manual for Developers.
- 514.3 Removal of those portions of abandoned or unused Water Service Lines owned by the property Owner, as provided in section 506 of these Rules and Regulations, is the responsibility of the property Owner. Absent the written agreement of the Authority to the contrary, should the Authority remove an Owner's unused Water Service Lines, the cost of their removal shall be a lien upon the property.



## CHAPTER 6 SEWERS

### 601.0 Sewer use generally

601.1 No Person\* shall connect a private sewer, Storm Sewer or Sanitary Sewer to an Authority Sewer System without first obtaining a permit from the Authority.

601.2 No Person shall do any of the following without the written authorization of the Authority:

- .1 make an opening of any kind in an Authority Sewer Main; or
- .2 make any connection with any Sewer Lateral.

601.3 The Authority may require the Owner of any structure located within the Authority's service area that has access to a public Storm Sewer, Sanitary Sewer, or Combination Sewer to connect to the applicable public sewer or sewers by means of Sewer Laterals constructed, at the property Owner's cost, of materials and in a manner acceptable to the Authority and to the Health Department.

- .1 No structure shall be used or occupied as a Dwelling Unit if the structure or Premises does not have an approved connection with the Authority Sewer System or alternate sewage facilities approved by the Health Department.

### 602.0 Prohibited conduct

602.1 No Person shall:

- .1 Damage, injure or displace, by willful, careless or negligent act, any Sanitary Sewer, Combined Sewer, or Storm Sewer operated and maintained by the Authority, or any portion or component thereof, or anything else pertaining to the Authority's Sewer System.
- .2 Throw, discard, discharge, or otherwise place or allow to flow or enter into the water of any fountain, pond, lake, stream, or other body of water in or adjacent to any park or any tributary, stream, Storm Sewer or drain flowing into such waters, any hazardous materials or other substances that the person knows or should know will result in pollution of the water.
- .3 Open, remove or in any way disturb or tamper with the lid, grate, or cover of any manhole, inlet, or catch basin that is a part of the Authority's Sewer System.

602.2 No Person shall discharge or permit the discharge or infiltration of any of the following substances into any Authority sewer:

- .1 mineral acids, waste acid, pickling or plating liquors from the pickling or plating of iron, steel, brass, copper, or chromium, or any other dissolved or solid substances, in such amounts that shall endanger health or safety, interfere with the flow in sewers, attack or corrode sewers, or otherwise interfere with the operation of the Sewer System or ALCOSAN;
- .2 cyanides or cyanogen compounds capable of liberating hydrocyanic gas on acidification;

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\* Words with initial capital letters are defined in section 102.0 of these Rules and Regulations:

- .3 gas tar, phenols in concentrations greater than 60 parts per million, residues from petroleum storage, refining or processing, excess fuel or lubricating oil, gasoline, naphtha, benzene, or explosive, flammable liquids, solids, or gases;
- .4 ashes, cinders, sand, mud, lime, or acetylene sludges, straw, shavings, metals, glass, rags, feathers, tar, plastics, wood, sawdust, paunch manure, hair, hides, dead animals, spent mash and grain, pulp from food processing, water or wastes containing excess grease, cement or cementitious materials, or any other solid, semi-solid, or viscous substances capable of causing obstruction to the flow in sewers or other interference with the proper operation of the Authority's or ALCOSAN's facilities;
- .1 the combined concentration of oil and grease shall not exceed 200 parts per million;
- .5 sludges or other materials from septic tanks or similar facilities or from sewage or industrial waste treatment plants or from water treatment plants, unless the discharge of such sludges and other materials is permitted by existing permits, regulations, code, or orders of the Authority, the City, the Health Department, ALCOSAN, or the Commonwealth;
- .6 garbage, whether ground or not, except properly shredded garbage in a private Dwelling Unit, hotel, commercial restaurant, or retail food store resulting from the proper use of a garbage grinder or disposer of a type approved by the City, the Health Department, or ALCOSAN and maintained in good operating condition;
- .7 water or wastes having a pH lower than 5.0 or higher than 10.0 or having any other corrosive property capable of causing damage or hazard to structures, equipment, or individuals;
- .8 any industrial, commercial, or medical waste or discharge that violates Categorical or General Pretreatment Standards as established by authorized agencies of the federal government or of the Commonwealth of Pennsylvania or which violates specific ALCOSAN discharge standards;
- .9 any waste that exceeds the naturally occurring background levels for alpha, beta, or gamma radiation or any Wastewater containing any radioactive wastes or isotopes of half-life or concentration not in compliance with applicable federal or state regulations;
- .10 any wastes that are defined or listed as hazardous under the laws and regulations of the federal government or the Commonwealth of Pennsylvania; or
- .11 any noxious or malodorous liquids, gases, or solids that either singly or in combination with other wastes may create a public nuisance or adversely affect public health or safety.

#### 602.3 Penalties and damages:

- .1 The Authority will refer to the City for prosecution as a summary offense any violation of section 602.1 or 602.2 of these Rules and Regulations. Any Person who is found to have violated any of these provisions shall, upon conviction, be punished by a fine of \$300.00 for each offense, recoverable with costs, and in default of payment of the fine and costs, shall be subject to imprisonment for a period not exceeding 30 days. Each day that a violation is continued shall constitute a separate offense. If the offender is a partnership or association, the penalty may be imposed upon the partners or members thereof. If the offender is a corporation, the penalty may be imposed upon the officers thereof.

- .2 Any Person who willfully or negligently discharges or permits the discharge into an Authority sewer of any substance prohibited by section 602.2 shall be responsible for the containment, clean up, abatement, removal, and disposal of any pollutant or obstructing substance or material discharged into the Sewer System. The Authority shall give notice to such Person that a violation has occurred and shall require such Person to immediately contain, clean up, abate, remove, and dispose of the discharge. Such notice shall be sufficient if hand delivered or mailed to the Person at the person's last known address.
- .3 If a Person notified under section 602.3.2 fails to comply with the notice, the Authority may perform the containment, clean up, abatement, removal, and disposal of the discharge. Costs incurred by the Authority in such activities shall be charged to the Person notified.
- .4 When the Authority determines that a discharge to the Sewer System in violation of this section has caused an imminent threat to human health or the environment, the Authority may contain, clean up, abate, remove, and dispose of any such discharge without prior notice. Costs incurred in such activities shall be charged to the Person who has violated this section 602.
- .5 When the Authority charges its costs to a Person under this section 602.3.2, 602.3.3, or 602.3.4, such charges shall be due within 30 days of the date the bill is rendered. If the charges remain unpaid more than 30 days after the date the bill is rendered, a lien in the amount of the bill shall be recorded against the property causing the discharge.
- .6 The penalties and remedies contained in this section 602 shall be cumulative, not exclusive. Further, the penalties and remedies contained herein shall be in addition to any other penalties or remedies available under federal, state, or local laws, regulations or ordinances.

602.4 No Owner or Occupant of any real property fronting a street shall fail to keep the street gutters open and clear of refuse, debris, snow, and ice, so as to prevent an obstruction of the street gutters.

#### **603.0 Sewer Lateral connections**

- 603.1 All connections to the Authority's Sanitary Sewers, Combined Sewers, and Storm Sewers shall be made in conformity with plans and specifications approved by the Authority and shall be subject to the Authority's inspection.
- 603.2 Requirements for connections to Authority Sanitary Sewer, Combined Sewer, or Storm Sewer Mains for residential Development greater than a single family residence or involving proposed flows of greater than 799 gallons per day, and for Business Use Properties, are contained in the Authority's Procedures Manual for Developers, which is incorporated in these Rules and Regulations and made a part hereof.
- 603.3 A Small Residential Development involving some change in use or change in Wastewater flow, but not involving new sewer taps or connections, need not submit tap-in drawings, but a Customer Application, Sewer Lateral Connection Application or other completed forms, available at the Authority's permit counter, may be required.

#### **604.0 Specifications For Sewer Laterals**

- 604.1 Sewer Laterals shall be designed, constructed, and installed in compliance with Health Department regulations and requirements.

#### **605.0 Ownership and maintenance of Sewer Laterals**

- 605.1 Ownership of Sewer Laterals serving Residential Properties and Business Use Properties, up to and including the connection of the Sewer Lateral to the Sewer Main, lies with the property Owner. The property Owner is responsible for the operation, inspection, maintenance, repair, replacement, abandonment, and removal of the Sewer Lateral as so described.
- 605.2 Should the condition of a Sewer Lateral be such that there is a risk to public health or safety or of damage to public property, and the property Owner fails to take prompt action to cure the problem following notice to do so, the Authority shall have the right, but not the duty, to make the necessary repair or replacement and to charge the property Owner with the reasonable cost of the repair or replacement. Should the property Owner fail to reimburse the Authority within 30 days of the Authority's invoice therefor, the Authority shall have the right to file a lien against the property or properties served by the Sewer Lateral.

#### **606.0 Ownership and maintenance of Storm Sewers**

- 606.1 The Authority has a duty to operate, maintain, inspect, repair, replace or abandon only those Storm Sewers that are a part of or connected to the public Sewer System and that fall into one of the following classifications:
- .1 Storm Sewers leased to the Authority by the City under the Capital Lease Agreement effective July 27, 1995, as amended;
  - .2 Storm Sewers constructed by the City or the Authority for public use since July 27, 1995; and
  - .3 Storm Sewers dedicated to public use and accepted by the Authority on or after July 27, 1995.
- 606.2 Storm sewers that have been created or constructed by parties other than the City or the Authority, that have never been dedicated to or accepted for public use, or that do not connect to any of the Authority's Sewer Mains are not owned by the City or the Authority, and neither the City nor the Authority has any responsibility for their condition, operation, maintenance, inspection, repair, replacement, or abandonment. Responsibility for such private or common storm sewers lies with the Owners of the property or properties served by them.

#### **607.0 Illegal Surface Storm Water Connections**

- 607.1 No Person shall construct, install, maintain, repair, operate, use or allow an Illegal Surface Storm Water Connection on real estate that Person owns. This prohibition expressly includes, without limitation, Illegal Surface Storm Water Connections made prior to the effective date of the Dye Testing Ordinance and prior to the effective date of these Rules and Regulations.

#### **608.0 Sales of real property and City Lien Verification Letters**

- 608.1 A request to the City for a City Lien Verification Letter must be accompanied by:
- .1 a valid Evidence of Compliance Statement; or
  - .2 a valid Temporary Evidence of Compliance Statement.

#### **609.0 Applications for Evidence of Compliance Statement**

- 609.1 Any Person selling real property located within the City shall apply to the Authority for an Evidence of Compliance Statement at least 14 days in advance of the date of closing and shall pay the required application fee. The application for an Evidence of Compliance Statement may be found at [www.pgh2o.com/dyetest.htm](http://www.pgh2o.com/dyetest.htm) or by calling 412-255-0801.
- 609.2 If the Authority determines that the real property is served by a Combined Sewer, the Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of the properly completed application therefor.
- 609.3 If the Authority determines that the real property is served by a Sanitary Sewer, then within 7 business days of its receipt of the properly completed application for an Evidence Of Compliance Statement, the Authority shall notify the applicant that a Dye Test is required and provide the applicant with a Dye Testing Results Form.

#### **610.0 Sales of vacant, undeveloped property**

- 610.1 Where the real property proposed for sale is vacant property upon which no buildings or structures exist, the applicant for an Evidence of Compliance Statement shall so indicate and, within 7 business days of receipt of the application, the Authority shall conduct a visual inspection of the property to verify that there are no Illegal Surface Storm Water Connections.
- 610.2 If the Authority verifies upon visual inspection that there are no Illegal Surface Storm Water Connections on the property, the Authority shall issue an Evidence of Compliance Statement within 3 business days of the visual inspection.
- 610.3 If the Authority determines upon visual inspection that there are possible Illegal Surface Storm Water Connections on the property, then within 3 business days of the visual inspection, the Authority shall notify the applicant by issuance of a letter that a Dye Test is required as provided under section 612 of these Rules and Regulations.

#### **611.0 Intended demolition of buildings and structures**

- 611.1 If the buyer of real property located within a portion of the City served by Sanitary Sewers intends to demolish all existing buildings and/or structures on the property, the application for the Evidence of Compliance Statement shall so indicate.
- 611.2 The Authority shall issue an Evidence of Compliance Statement to the Person buying the real property within 7 business days of the Authority's receipt of the appropriately completed application for Evidence of Compliance Statement and a sworn affidavit from the buyer acknowledging that if all buildings and structures on the property are not demolished within 1 year of the date of closing, that the Evidence of Compliance Statement will be null and void and the Person must conduct a Dye Test of the property in accordance with section 612 of these Rules and Regulations.

#### **612.0 Dye testing**

- 612.1 Except for visual inspection requests for vacant properties containing no buildings or structures pursuant to section 610 of these Rules and Regulations, and sales that are exempt under the Dye Testing Ordinance, any Person selling real property located within the City shall have a Registered Plumber perform a Dye Test on the property to be sold.

- 612.2 Upon completion of the Dye Test, the Registered Plumber shall complete the Dye Testing Results Form confirming that the dye testing has been completed and certifying the results of the Dye Test.
- 612.3 If the Registered Plumber certifies that there are no Illegal Surface Storm Water Connections on the property to be sold, the Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of the properly completed Dye Test Results Form.
- 612.4 If the Dye Test reveals the existence of an Illegal Surface Storm Water Connection, the Registered Plumber shall certify that there is an Illegal Surface Storm Water Connection on the real property.
- 612.5 If one or more Illegal Surface Storm Water Connections exist on the real property, the Authority will not issue an Evidence of Compliance Statement until the connection or connections have been disconnected or removed as required by section 616 of these Rules and Regulations and the disconnection and removal has been certified by a Registered Plumber.
- 612.6 The Authority shall issue a certified Evidence of Compliance Statement within 7 business days of the Authority's receipt of:
- .1 a properly completed statement by a Registered Plumber describing and certifying the disconnection and removal of the Illegal Surface Storm Water Connection; or
  - .2 verification that the real property in question is not located in an area served by Sanitary Sewers.
- 612.7 A certified Evidence of Compliance Statement shall be valid for 3 years following the date of its issuance. If any additions are made to the property within the 3 year period, certification that the addition has no Illegal Storm Water Connections shall be provided to the Authority by a Registered Plumber. Provided, however, that if the Evidence of Compliance Statement is issued because the property in question is served by a Combination Sewer, and the public sewers serving the property are divided into separate Sanitary Sewers and Storm Sewers within the 3-year period, then the Evidence of Compliance Statement will automatically expire.
- 613.0 Application for Temporary Evidence of Compliance Statement due to inclement weather**
- 613.1 In the event that weather conditions or other factors do not permit a Dye Test to be done in a timely manner, the sellers and the buyers of the real property may submit a signed agreement promising that dye testing will be completed as soon as conditions permit. The agreement must provide that the buyer of the real property will be responsible for the performance of the Dye Test.
- 613.2 An Application for a Temporary Evidence of Compliance Statement must be accompanied by the agreement and by a \$1,000.00 security deposit in the form of cash, certified check, or cashier's check to guarantee that the Dye Test will be completed. The security deposit will be returned to the applicant after a Registered Plumber certifies that the Dye Test has been completed.
- 613.3 Once conditions permit the performance of the Dye Test, the test shall be performed, the results certified, and the Evidence of Compliance Statement issued as provided in section 612 of these Rules and Regulations.

**614.0 Application for Temporary Evidence of Compliance Statement with present Illegal Surface Storm Water Connection**

614.1 In the event an Illegal Surface Storm Water Connection is discovered during the performance of a Dye Test or otherwise, and the necessary remediation of the condition would require a length of time to perform such that it would create an undue hardship on the applicant to perform prior to the date of closing on the sale of the real property, the applicant may apply to the Authority for a Temporary Evidence of Compliance Statement, which must be accompanied by the following:

- .1 a bona fide, executed agreement between the applicant and a Registered Plumber requiring the Registered Plumber to complete the necessary remedial work to correct and/or disconnect and remove the Illegal Surface Storm Water Connection, and granting the Authority the right and power to enforce the contract as a third-party beneficiary;
- .2 a security deposit in the form of cash, a certified check, or a cashier's check in the amount of 120 percent of the contract described in section 614.1.1 above, which will be held by the Authority in a non-interest bearing account and returned to the applicant upon the Authority's receipt of a properly completed statement by a Registered Plumber describing and certifying the disconnection and removal of the Illegal Surface Storm Water Connection; and
- .3 a written acknowledgement and notarized agreement in which the buyer agrees to be responsible for all cost overruns related to the remedial work, together with the grant to the Authority of a license to enter upon the property to complete the work at the expense and cost of the buyer should the contractor or the applicant default on the agreement.

614.2 Should the Authority issue a Temporary Evidence of Compliance Statement, it will be effective for no more than 60 days. The expiration date of the Temporary Evidence of Compliance Statement will be clearly noted on the Statement.

614.3 Remediation of the Illegal Surface Storm Water Connections shall proceed as required by sections 616 and 617 of these Rules and Regulations.

614.4 If, upon the expiration of the Temporary Evidence of Compliance Statement, the Authority has not received certification from a Registered Plumber that the Illegal Surface Storm Water Connection has been remedied, then the Authority may use the cash security, or a portion of the cash security, to have the required remedial work completed. Any balance remaining in the security deposit will be returned to the buyer. Any additional cost of the remedial work, in excess of the security deposit, will be the sole and exclusive responsibility of the buyer and will constitute a lien against the property.

**615.0 Permit requirements of other government entities**

615.1 Prior to the commencement of any remedial work on the Illegal Surface Storm Water Connection, all necessary and required building permits, street opening permits, sidewalk opening permits, tap-in permits and fees, and other approvals and permits that may be necessary to accomplish the disconnection and redirection of the Storm Water shall be obtained.

#### **616.0 Methods of Illegal Surface Storm Water disconnections**

- 616.1 Acceptable remediation of an Illegal Storm Water Connection to the Sanitary Sewer shall mean that the Illegal Storm Water Connection is disconnected from the Sanitary Sewer, the access point to the Sanitary Sewer is capped and sealed, and the private storm Sewer Lateral redirected as directed by the Health Department.
- 616.2 In no event is Storm Water to be collected and discharged upon or across public sidewalks or upon public streets, or discharged upon adjacent property owned by another person.

#### **617.0 Completion of Illegal Surface Storm Water disconnections**

- 617.1 After disconnection of the Illegal Surface Storm Water Connection to the Sanitary Sewer and the redirection of the Storm Water, the real property shall be Dye Tested again to demonstrate that all Illegal Surface Storm Water Connections have been remedied.
- 617.2 The disconnection and the successful repeat Dye Test shall be certified by a Registered Plumber on a Dye Testing Results Form submitted to the Authority.
- 617.3 The Authority shall issue an Evidence of Compliance Statement within 7 business days of the submission of the appropriately completed Dye Testing Results Form.

#### **618.0 Rejection of applications**

- 618.1 The Authority may reject an application for an Evidence of Compliance Statement or a Temporary Evidence of Compliance Statement whenever the requirements of the Dye Testing Ordinance or of these Rules and Regulations have not been met.
- 618.2 In rejecting the application for an Evidence of Compliance Statement or Temporary Evidence of Compliance Statement, the Authority shall specify the nature of the deficiency and what action or actions must be taken to comply with the requirements of the Dye Testing Ordinance and/or these Rules and Regulations.
- 618.3 In the event of such a rejection, the applicant may file an appeal as set forth in section 619 of these Rules and Regulations.

#### **619.0 Application appeals**

- 619.1 Any applicant or person aggrieved by a decision of the Authority rejecting an application for an Evidence of Compliance Statement or a Temporary Evidence of Compliance Statement shall have the right to appeal to the Authority Board of Directors, provided that a written application for an appeal is made within 30 days of the date of the Authority's rejection. Appeals shall be made in writing and sent by certified mail to the Authority, to the attention of the Executive Director.
- 619.2 Any appeal made under this section shall state with specificity the reason(s) why the applicant is appealing the rejection and shall provide sufficient factual information and documentation, including a statement by a Registered Plumber or professional engineer, to support the appellant's position that the Evidence of Compliance Statement or the Temporary Evidence of Compliance Statement should have been issued by the Authority.

## **620.0 Fees**

- 620.1 All applications for an Evidence of Compliance Statement or Temporary Evidence of Compliance Statement or for visual inspection by the Authority shall be accompanied by the appropriate application fee set from time to time by the Authority. No application shall be processed by the Authority if it is not accompanied by the applicable fee.
- 620.2 Fees for applications for Evidence or Temporary Evidence of Compliance are set forth in section 304.2 of these Rules and Regulations.

## **630.0 Illegal connections to public Storm Sewers**

- 630.1 No Person shall construct, install, maintain, repair, operate, or use any drain or conveyance, whether on or below the surface, that allows any non-Storm Water discharge, including the discharge of Sewage, process Wastewater, or wash water, to enter the public Storm Sewers operated and maintained by the Authority. This prohibition expressly includes, without limitation, connections made prior to the effective date of the Dye Testing Ordinance and/or prior to the effective date of these Rules and Regulations.
- 630.2 Provided they do not significantly contribute to pollution of the waters of the Commonwealth, the following discharges may enter the Storm Sewers:
- .1 discharges from firefighting activities;
  - .2 potable water from sources such as de-chlorinated water lines and fire hydrant flushings;
  - .3 air conditioning condensate;
  - .4 pavement wash waters, unless contaminated by toxic or hazardous materials or detergents;
  - .5 flow from watering of lawns, unless contaminated by fertilizers or by toxic or hazardous materials;
  - .6 de-chlorinated swimming pool discharges;
  - .7 water from car washing on Residential Property, unless contaminated by detergents or toxic or hazardous materials;
  - .8 water from external washing of Residential Property or Business Use Properties, unless contaminated by detergents or toxic or hazardous materials;
  - .9 irrigation drainage, unless contaminated by fertilizers or by toxic or hazardous materials;
  - .10 water from crawl space pumps, unless contaminated by toxic or hazardous materials;
  - .11 uncontaminated water from foundations or from footing drains;
  - .12 uncontaminated springs;
  - .13 uncontaminated flows from riparian habitats or wetlands;
  - .14 uncontaminated groundwater; and

.15 any activity authorized by a valid Pennsylvania permit for discharge to the waters of the Commonwealth.

630.3 Should the Authority, the City, or the Commonwealth Department of Environmental Protection determine that any of the discharges otherwise permitted by section 630.2 significantly contribute to the pollution of the waters of the Commonwealth, then the Authority, the City or the Department of Environmental Protection will notify the responsible Person to cease the discharge.

**640.0 Termination of Sewer Lateral connections; removal of abandoned or unused Sewer Laterals**

640.1 An Owner of a Small Residential Development intending to terminate a Sewer Lateral connection to the property must complete a Tap Termination Permit Application, which may be obtained from the Authority's permit counter or by calling 412-255-2443. Tap termination drawings are required only if the applicant proposes to terminate three or more taps or the termination involves more than one Dwelling Unit. The applicant must pay the termination fee to the Authority before commencing the termination work. Upon request, Authority permit counter staff will provide the applicant with the appropriate standard details for terminations.

640.2 Requirements for termination of Sewer Lateral connections to properties other than Small Residential Developments can be found in the Procedures Manual for Developers.

640.3 The applicant for a Sewer Lateral termination permit must notify the Authority three business days in advance of the termination date to permit an Authority inspector to be on site during the termination. Notice should be given to the Sewer/Service section at 412-231-0891 or 412-231-0892.

640.4 If the applicant chooses to terminate the connection using trenchless technology, then the applicant must conduct closed-circuit televised video ("CCTV") inspections of the pipe before and after the termination. Copies of the videos must be submitted to the Authority. All CCTV inspections must comply with current Authority standards.

640.5 Removal of those portions of abandoned or unused Sewer Laterals owned by the property Owner, as provided in section 605 of these Rules and Regulations, is the responsibility of the property Owner. Absent the written agreement of the Authority to the contrary, should the Authority remove an Owner's abandoned Sewer Laterals, the cost of their removal shall be a lien upon the property.

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF:

City of Pittsburgh  
and  
Pittsburgh Water and Sewer Authority  
Allegheny County

Clean Streams Law  
Sewerage

Dated: January 29, 2004,  
with Final Execution on  
April 21, 2004

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF:

City of Pittsburgh  
and  
Pittsburgh Water and Sewer Authority  
Allegheny County

Clean Streams Law  
Sewerage

**I N D E X**

- Exhibit A      Correspondence from Charles A. Duritsa, Department of  
Environmental Protection, to Clifford B. Levine and  
Jacqueline Morrow, dated April 21, 2004
- Exhibit B      Consent Order and Agreement
- Exhibit C      Correspondence from Clifford B. Levine and Jacqueline  
Morrow to Bruce M. Herschlag, Department of  
Environmental Protection, dated April 21, 2004

EXHIBIT A



Pennsylvania Department of Environmental Protection

400 Waterfront Drive  
Pittsburgh, PA 15222-4745  
April 21, 2004

Southwest Regional Office

412-442-4000

✓ Clifford B. Levine, Esquire  
Thorp, Reed & Armstrong, LLP  
One Oxford Centre  
301 Grant Street  
Pittsburgh, PA 15219-1425

Jacqueline Morrow, Esquire  
City County Building, Suite 313  
414 Grant Street  
Pittsburgh, PA 15219

RE: In re Pittsburgh Water and Sewer Authority ("PWSA") and City of Pittsburgh ("City")  
Consent Order and Agreement.

Dear Mr. Levine and Ms. Morrow:

Please find enclosed for each of your files an original counterpart of the above-referenced Consent Order and Agreement. The Department appreciates the PWSA and the City committing to assess their sewer system as part of a solution to the region's sewer system problems. For the duration of the Consent Order and Agreement, the Department will consider compliance with this Consent Order and Agreement compliance with the Clean Streams Law for the alleged violations set forth in Paragraphs M through S of the Consent Order and Agreement. In addition, provided PWSA and the City remain in compliance with the provisions of the Consent Order and Agreement, the Department will not initiate any enforcement action against PWSA and the City or any of their officers, officials, agents or employees, for the past violations alleged in Paragraphs T through U of the Consent Order and Agreement.

Several municipalities have inquired about their relationship with ALCOSAN during the implementation of this Consent Order and Agreement. Please be advised that the United States Environmental Protection Agency is negotiating a Consent Decree with ALCOSAN that will, *inter alia*, require ALCOSAN to cooperate with municipalities in the activities covered by this Consent Order and Agreement in which the municipalities are required to cooperate with ALCOSAN.

APR 22 2004



Clifford B. Levine, Esquire  
Jacqueline Morrow, Esquire

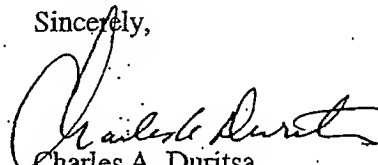
-2-

April 21, 2004

If you ever have any questions concerning any requirement of the Consent Order and Agreement, please feel free to have your technical representatives contact Paul Eiswerth of our Water Management program at 412-442-4055 or you can contact Assistant Counsel Bruce M. Herschlag of our legal staff at 412-442-4262.

Thank you for your cooperation in this matter.

Sincerely,



Charles A. Duritsa  
Regional Director

Enclosure

BMH:thh

cc: Gregory F. Tutsock (w/ encl.)  
Michael Lichte (w/o encl.)  
Guy Costa (w/ encl.)  
David McGuigan (w/o encls.)  
Kerry Nelson, Esquire (w/o encls.)  
Angela McFadden (w/ encls.)  
Matthew Morrison, Esquire (w/o encls.)  
Geoff Butia, ACHD (w/ encls.)  
Bruce M. Herschlag, Esquire (w/ encls.)

(Levine\_Morrow01\_Ltr)

EXHIBIT B

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

IN THE MATTER OF:

City of Pittsburgh  
and  
Pittsburgh Water and Sewer  
Authority  
Allegheny County

Clean Streams Law  
Sewerage

CONSENT ORDER AND AGREEMENT

This Consent Order and Agreement ("COA") is entered into this 29<sup>th</sup> day  
of JANUARY, 2004, by and between the Commonwealth of Pennsylvania,  
Department of Environmental Protection ("Department"), the Allegheny County Health  
Department ("ACHD"), the City of Pittsburgh ("Municipality") and the Pittsburgh Water  
and Sewer Authority ("Authority").

The Department has found and determined the following:

A. The Department is the agency with the duty and authority to administer and  
enforce The Clean Streams Law, Act of June 22, 1937, P.L. 1987, *as amended*, 35 P.S.  
§§ 691.1-691-1001 ("Clean Streams Law"); Section 1917-A of the Administrative Code  
of 1929, Act of April 9, 1929, P.L. 177, *as amended*, 71 P.S. § 510-17 ("Administrative  
Code"), and the rules and regulations ("rules and regulations") promulgated thereunder.

B. The ACHD is a health department organized under the Local Health  
Administration Law, Act 315 of August 24, 1951, P.L. 1304, *as amended*, P.S. §§ 12001

*et seq.*, and executes powers and duties vested in it by laws of the Commonwealth, and the rules and regulations of the State Department of Health and other departments, boards, or commissions of the State government.

C. The Municipality is a municipality as defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1, with a mailing address of 301 City-County Building, 414 Grant Street, Pittsburgh, Pennsylvania 15219.

D. The Authority is a municipal authority formed pursuant to the Authorities Act, the Act of May 2, 1945, P.L. No. 164, *as amended*, 53 P.S. §§ 301 *et seq.*, with a mailing address of 441 Smithfield Street, Pittsburgh, Pennsylvania 15222. The Authority is also a municipality as defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1.

E. For the purpose of this COA, a combined sewer system ("CSS") shall mean the Municipality's public sewer system or parts thereof which was designed, permitted, built and operated to carry sanitary sewage, storm water and industrial waste. For purposes of this COA, the term CSS or "combined sewer system" includes wildcat sewers and common sewers not privately owned but shall not include private laterals and privately owned common sewers.

F. A combined sewer overflow ("CSO") is a wet weather overflow discharge from a CSS occurring before the headworks of the Woods Run Sewage Treatment Plant ("Woods Run STP"). As used in this COA, the term CSO may also be used to refer to a point within the CSS at a location prior to the headworks of the Woods Run STP, at which materials are discharged from the combined sewer systems.

G. The Municipality and the Authority own or operate a CSS with CSOs in the City of Pittsburgh, Allegheny County. The CSOs discharge to waters of the Commonwealth including, but not limited to, the Monongahela River, the Allegheny River, the Ohio River and their tributaries. The CSOs constitute sewage under Section 1 of the Clean Streams Law, 35 Pa. Code § 691.1.

H. The CSO(s) from the CSS of the Municipality and/or the Authority will be listed in, and authorized by, an Individual National Pollutant Discharge Elimination System Permit PA0217611 ("NPDES Permit") issued by the Department to the Municipality and the Authority, pursuant to Sections 201 and 202 of the Clean Streams Law, 35 Pa. Code §§ 691.201 and 691.202. The NPDES Permit will be issued simultaneously with the execution of this Consent Order and Agreement.

I. The City of Pittsburgh is upstream of and contributes to CSOs from sewer systems owned or operated by another municipality or municipal authority including the Allegheny County Sanitary Authority ("ALCOSAN").

J. Portions of the sewer system which the Municipality and the Authority own and operate are a separate sanitary sewer system ("SSS" or "sanitary sewer system") which was designed, permitted and built to carry sanitary sewage and industrial waste. For the purposes of this COA, any reference to the term "SSS" or "sanitary sewer system" includes wildcat sewers and common sewers not privately owned but shall not include private laterals or privately owned common sewers.

K. A Sanitary Sewer Overflow (hereinafter "SSO") is an unauthorized discharge of untreated sewage from a SSS. As used in this Consent Order and

Agreement, the term SSO may also be used to refer to a point within the SSS or a downgradient SSS, at a location prior to the Woods Run STP, at which a discharge occurs from an SSS.

L. The Municipality and the Authority ultimately convey sewage flows to the Woods Run STP which is owned and operated by ALCOSAN. ALCOSAN has a NPDES Permit to discharge treated sewage under certain conditions from the Woods Run STP.

#### CSO Issues

M. Under Section 402(q) of the Clean Water Act, 33 U.S.C. § 1342(q), the Municipality, the Authority and ALCOSAN must comply with the Combined Sewer Overflow Control Policy signed by the Environmental Protection Agency Administrator on April 11, 1994 ("CSO Control Policy").

N. The CSO Control Policy represents a comprehensive national strategy to ensure that municipalities and the public engage in a comprehensive and coordinated planning effort to achieve CSO controls that ultimately meet appropriate health and environmental objectives.

O. The Municipality and the Authority, pursuant to the CSO Control Policy and its NPDES Permit will be required to evaluate their CSSs and CSOs.

P. Pursuant to Part C of the NPDES Permit, the Municipality and the Authority are required to submit to the Department a Long Term CSO Control Plan ("LTCP") within 48 months after the effective date of the NPDES Permit.

Q. To develop a LTCP, a municipality must, in part, rely on a System Inventory Characterization, a System Hydraulic Characterization and the Documentation of Implementation of the Nine Minimum Controls ("NMCs").

R. The CSO Control Policy requires all municipalities, such as the Municipality and the Authority, tributary to a CSO to cooperate with the development and implementation of a LTCP.

S. Development and implementation of a LTCP is a comprehensive process which will require coordination with other municipalities and with ALCOSAN.

SSO Issues

T. The Department alleges that the Municipality and the Authority periodically:

1. discharge untreated sewage from one or more SSOs in its sanitary sewer system;
2. contribute to the discharge of untreated sewage from one or more SSOs in municipal sanitary sewer systems downgradient from the City of Pittsburgh; and/or
3. contribute to the discharge of untreated sewage from one or more SSOs at the point of connection to the ALCOSAN Sewer System.

U. The Department alleges that the Municipality's and the Authority's actions described in Paragraph T above are not authorized and constitute violations of Sections 201 and 202 of the Clean Streams Law, 35 P.S. §§ 691.201 and 691.202; constitute statutory nuisances pursuant to Section 202 of the Clean Streams Law, 35 P.S. § 601.202;

and constitutes unlawful conduct pursuant to Section 611 of the Clean Streams Law, 35 P.S. § 691.611.

**Operation and Maintenance**

V. The Department issued to the Municipality Water Quality Management Permits which require the Municipality, *inter alia*, to properly operate and maintain its CSS, CSOs and SSS.

W. Also, pursuant to the NPDES Permit, the Municipality and the Authority are required to properly operate and maintain their CSS and CSOs.

X. Section 203 of the Clean Streams Law, 35 P.S. § 691.203, requires, *inter alia*, municipalities to file reports with the Department to enable the Department to determine whether existing sewer systems are adequate to meet present and future needs.

Y. In addition, Section 203 of the Clean Streams Law, 35 P.S. § 691.203, requires municipalities to construct, complete, extend and operate treatment facilities necessary to properly provide for the prevention of pollution or prevention of a public health nuisance and to negotiate with other municipalities for combined or joint sewer systems and treatment facilities.

Z. Section 210 of the Clean Streams Law, 35 P.S. § 691.210, requires a municipality to diligently comply with any Order issued pursuant to Section 203 of the Clean Streams Law.

After full and complete negotiation of all matters set forth in this Consent Order and Agreement and upon mutual exchange of covenants contained herein, the parties

desiring to avoid litigation and intending to be legally bound, it is hereby ORDERED by the Department and AGREED to by the Municipality as follows:

1. **Authority.** This Consent Order and Agreement is an Order of the Department authorized and issued pursuant to Sections 5, 203, 316, 402 and 610 of the Clean Streams Law, 35 P.S. §§ 691.5, 691.203, 691.316, 691.402 and 691.610 and Section 1917-A of the Administrative Code, *supra*.

2. **Findings.**

a. The Municipality and the Authority agree that the findings in Paragraphs A through S and V through Z are true and correct and, in any matter or proceeding involving the Municipality and/or the Authority and the Department, the Municipality and the Authority shall not challenge the accuracy or validity of these findings

b. The parties do not authorize any other persons to use the findings in this Consent Order and Agreement in any matter or proceeding.

**Phase I - System Inventory and Characterization/Basic Operation and Maintenance**

3. **Retention of Engineer.** As to all tasks set forth in Paragraphs 4 through 11 below, the Municipality and the Authority shall employ the services of a Professional Engineer to be knowledgeable of the status of such tasks and to maintain an appropriate level of oversight regarding the completion of all such tasks.

4. Physical Survey/Visual Inspection.

a. "Critical Sewers" within the Municipality's and Authority's combined sewer system shall be defined based on accepted engineering principles and shall include:

- (i) trunk sewers that are a final conveyance to the ALCOSAN Sewer System;
- (ii) sewers associated with areas of chronic basement flooding as known by the Municipality's or Authority's employees, agents, contractors or reported by the Department or ACHD;
- (iii) sewers associated with areas of chronic maintenance as known by the Municipality's or Authority's officers, employees, agents or contractors;
- (iv) sewers associated with areas of chronic surcharge unless said surcharge is intentionally induced in accordance with the NMC requirements;
- (v) sewers downstream of flow diversion structures;
- (vi) sewers where additional information is necessary for model development; and
- vii) sewers deemed a priority for inspection by a professional engineer.

b. "Non-Critical Sewers" shall be defined as any portion of the Municipality's and Authority's combined sewer system not defined as "Critical Sewers" pursuant to Paragraph 4.a above.

c. By May 31, 2007, the Municipality and the Authority shall complete a physical survey/visual inspection of the Critical Sewers and of their sanitary sewer system, excepting any portion of the sewer systems constructed or reconstructed since January 1, 1995 with records of post-construction municipal inspection consistent with the requirements of this Paragraph 4.

d. By May 31, 2014, the Municipality and the Authority shall complete a physical survey/visual inspection of the Non-Critical Sewers, excepting any portion of the combined sewer system constructed or reconstructed since January 1, 1995 with records of post-construction municipality inspection consistent with the requirements of this Paragraph 4.

e. All physical surveys/visual inspections required by this Paragraph 4 shall include all accessible manholes, exposed sewer lines and other visible sewer appurtenances, including but not limited to, features within the sanitary sewer system intended to release excess flow during wet weather events ("SSO Structures"), siphon chambers, pump stations, exposed force mains, combined sewer regulators, diversion chambers, and accessible outfall pipes and structures. The physical surveys/visual inspections shall identify defects related to safety, defects related to structural stability, accumulated sediment and debris deposits, visible flow bottlenecks, evidence of present or prior surcharging (excepting areas where surcharging has been intentionally induced in

accordance with NMC requirements) or overflows, the location of all SSO Structures, and any other condition that compromises or diminishes the hydraulic capacity of the combined sewer system or the sanitary sewer system. The physical surveys/visual inspections shall also identify defects including the conveyance of streams, receiving stream back flow, and defects in the sanitary sewer system that allow the entrance of infiltration and inflow that compromise and/or diminish the hydraulic capacity of the sanitary sewer system. Physical surveys/visual inspections shall be performed for all accessible manholes, both interior and exposed exterior, and of each sewer line connection at such manholes. The physical surveys/visual inspections shall note all documented manholes that cannot be located, visually or with metal detectors, and areas where additional manholes need to be constructed.

f. The Municipality and the Authority shall be given credit for past physical survey/visual inspection work if it has been completed since January 1, 1998 and the Municipality and/or the Authority can demonstrate through documentation that said work meets the requirements of Paragraph 4.

5. **Sewer Line Cleaning and Closed Circuit Television (CCTV) Internal Inspection.**

a. By May 31, 2010, the Municipality and the Authority shall complete a CCTV internal inspection of the Critical Sewers and the entire separate sanitary sewer system, excepting any portion of the system constructed or reconstructed since January 1, 1995 with records of post-construction municipal inspection consistent with the requirements of Paragraph 5.e. The Municipality and the Authority shall perform sewer

line cleaning to support CCTV inspection to the extent possible via conventional sewer cleaning techniques to allow an internal inspection by CCTV to detect structural defects, misalignment, infiltration sources and root intrusions.

b. By November 30, 2006, the Municipality and the Authority shall inspect by CCTV the sewers in their sanitary sewer system that:

- (i) are trunk sewer segments which are a final conveyance to the ALCOSAN Sewer System;
- (ii) are 10 inches in diameter or greater;
- (iii) are associated with areas of chronic basement flooding, chronic maintenance and chronic surcharge areas;
- (iv) are upstream and downstream of SSOs;
- (v) require additional information suitable for model development purposes; and/or
- (vi) are deemed necessary by a Professional Engineer for such inspection.

c. By June 30, 2012, the Municipality and the Authority shall complete CCTV Internal Inspection of Non-Critical Sewers in accordance with the requirements of Paragraphs 5 and 13 of this Consent Order and Agreement. The Municipality and the Authority shall perform sewer line cleaning to support CCTV inspection to the extent possible via conventional sewer cleaning techniques to allow an internal inspection by CCTV to detect structural defects, misalignment, infiltration sources and root intrusions.

d. As a result of CCTV inspection the Municipality and the Authority shall record:

- (i) all defects that allow the entrance of infiltration to their combined sewers;
- (ii) all defects that allow the entrance of infiltration and inflow to their sanitary sewer lines;
- (iii) all structural defects;
- (iv) all defects that compromise or diminish the carrying capacity of the combined sewer lines and the sanitary sewer lines;
- (v) all defects in siphons; combined regulator structures; diversion chambers and accessible outfall pipes and structures; and
- (vi) conditions and/or modifications of the sanitary sewer system that allow for SSOs.

This CCTV record shall also include audio/video documentation with a written summary to include, but not be limited to, the location of roots, defective joints, defective pipes, sewer line depressions, break-in lateral connections, grease accumulations and sediment accumulations. Additionally, this CCTV record shall include a location reference, incorporate a defect code and defined level of severity or grade associated with each condition noted in the inspection report. These codes and grades shall utilize a uniform ranking and rating system, for example NASSCO.

e. Data from previous sewer line CCTV inspections conducted between January 1, 1993 and December 31, 1999 may be used to meet the requirements of Paragraph 5, if the following conditions are met:

(i) the inspection indicated that the sewer had no defects causing a restriction in flow or conditions allowing excessive infiltration into the combined sewer system, or excessive infiltration and inflow into the sanitary sewer system;

(ii) the inspection indicated that the sewer had no significant root intrusions;

(iii) the documentation for the inspection is readily available and includes a visual record of observations, a written summary and conclusions;

(iv) there are no basement backups along the sewer line segment (a "sewer line segment" is defined herein as a contiguous manhole-to-manhole section of sewer pipe); and

(v) the sewer line segment does not have chronic surcharges.

f. Supplemental CCTV inspection shall not be required for sewer line segments televised on or after January 1, 2000 that document conditions as stated in paragraph 5.d.

g. Previous CCTV inspection submitted to the Department for past work credit need not be transferred into a standard format.

6. Sewer System Mapping. By May 31, 2007, the Municipality and the Authority shall submit to the Department and to the ACHD an updated comprehensive sewer map of their sewer system, in accordance with the GIS Protocol set forth in Appendix A, which is attached and fully incorporated by reference. The Municipality and the Authority shall be given credit for previous sewer system mapping data if the data meets the requirements of Appendix A and is incorporated into the updated comprehensive sewer map as required in this Paragraph.

7. Sewer System Dye Testing and Enforcement.

a. By May 31, 2007, the Municipality and the Authority shall for their sanitary sewer system:

(i) complete dye testing or other testing methods (excluding the use of smoke testing to detect roof leaders) of all structures to determine the sources of surface stormwater such as roof leaders, yard drains, and driveway drains, excepting any portion of the sanitary sewer system constructed or reconstructed since January 1, 1995, with records of dye testing conducted in accordance with this Paragraph;

(ii) test all private and municipal catch basins within 100 feet of the sanitary sewer to verify that they are not connected to the sanitary sewer; and

(iii) document any illegal connections to the sanitary sewer system from structures or catch basins in the GIS map, a relational database

consistent with the requirements in Paragraph 11 (Data Collection & Submission), or a digital spreadsheet such as Microsoft Excel.

b. Previous dye testing results, completed on or after January 1, 1985, of structures, and previous CCTV inspection, physical inspection, dye testing, and/or smoke testing of private and municipal catch basins, documenting negative findings (i.e., no illegal connection) may be used to satisfy the requirements of this Paragraph.

c. Previous dye test results completed on or after January 1, 1985, of structures, and previous CCTV inspection, physical inspection, dye testing, and/or smoke testing of private and municipal catch basins, documenting positive results (i.e., illegal connections) may be used to satisfy the requirements of Paragraph 7, if the illegal connections were removed and documented, or if the Municipality and/or Authority have initiated and are diligently prosecuting a legal or equitable action against the owner of the property in order to seek a resolution of the violation(s). Documentation of the corrections and/or legal actions shall be submitted to the Department and/or ACHD upon request.

d. By November 1, 2004, the Municipality and the Authority shall:

(i) institute and enforce an ordinance or regulation prohibiting connections of surface stormwater to their sanitary sewer system; and

(ii) institute and enforce a sewer use ordinance or regulation which requires at the time of all property sales within the City of Pittsburgh, a visual inspection and dye test of items referenced in this Paragraph to

identify illegal connections. The ordinance or regulation shall require the removal of the illegal connections prior to the sale of the property.

e. (i) By November 30, 2007, the Municipality and the Authority shall require corrective actions to ensure the removal of 95% of the number of illegal connections of sources of surface stormwater identified in this Paragraph or be diligently prosecuting the responsible party(ies) in a legal or equitable action for the removal of said sources from their sanitary sewer system. Removal of such illegal connections to the sanitary sewer system from structures or catch basins shall be documented in the GIS map, a relational database consistent with the requirements of Paragraph 11, or a digital spreadsheet such as Microsoft Excel.

(ii) For the remaining 5% of illegal connections, if the Municipality and the Authority elect not to remove an illegal connection, they shall document the reasons for that decision. This documentation shall be submitted to the Department and ACHD.

8. Sewer System Deficiency Corrections:

a. By November 30, 2010, the Municipality and the Authority shall for their sanitary sewer system:

(i) complete the repair of all structurally deficient manholes that accept storm water and/or surface water inflow and all defective siphons, pump stations, and force mains identified during the Phase I Assessment tasks completed pursuant to Paragraphs 4 through 7; and

(ii) remove all streams and springs connected to the sewer lines as identified in Paragraphs 4 through 7.

b. By November 30, 2010, the Municipality and the Authority shall for the Critical Sewers:

(i) complete the repair of all structurally deficient manholes and all defective siphons, pump stations, force mains, combined sewer regulators, diversion chambers and all outfall pipes and structures identified pursuant to Paragraphs 4 and/or 5.d(v);

(ii) eliminate the conveyance of streams by the sewer system and receiving stream backflow into the sewer system, as appropriate, based on a cost-effectiveness analysis to be submitted for Department review and written approval; and

(iii) replace or repair all sewer lines identified during sewer line cleaning and internal inspection completed pursuant to Paragraphs 4 and 5 that restrict flows to the extent wet weather backups or overflows occur at locations other than permitted outfall structures.

c. As part of its NMCs, the Municipality and the Authority shall for the Non-Critical Sewers:

(i) complete the repair of all structurally deficient manholes and all defective siphons, pump stations, force mains, combined sewer regulators, diversion chambers and all outfall pipes and structures identified pursuant to Paragraphs 4 and 5.d(v);

(ii) eliminate the conveyance of streams by the sewer system and receiving stream backflow into the sewer system, as appropriate, based on a cost-effectiveness analysis to be submitted for Department review and written approval; and

(iii) replace or repair all sewer lines identified during sewer line cleaning and internal inspection completed pursuant to Paragraphs 4 and 5 and its NMCs that restrict flows to the extent wet weather backups or overflows occur at locations other than permitted outfall structures.

d. Within thirty (30) days of discovery, the Municipality and the Authority shall initiate repair of all significant structural defects identified pursuant to Paragraphs 4, 5, 7, and its NMCs, such as: sewer lines with collapsed section(s), section(s) with crown and/or invert missing, dirt pipe (missing pipe), void in backfill, complete sewage flow blockage, and any other defect that the overseeing Professional Engineer determines to need immediate attention and complete such repairs within six (6) months of discovery.

9. **System Hydraulic Characterization.**

a. By May 31, 2008, as part of its System Hydraulic Characterization, the Municipality and the Authority shall complete a hydraulic capacity evaluation of their sewer system, signed and sealed by a Professional Engineer utilizing accepted engineering methods that, at a minimum, includes a hydraulic capacity analysis of each sewer line listed in Paragraphs 5.a and 5.b and inclusive of siphons, force mains, pump stations, regulator chambers, diversion chambers and outfall sewers; their dry weather

flow and their peak flow. This evaluation shall analyze the dry weather flow and hydraulic capacities, characterize the collection system's performance, provide data on the frequency, volume, and duration of combined sewer overflows on an annual basis and evaluate where opportunities exist for in-system storage and maximization of wet weather flows. Also, this evaluation may be performed simultaneously with the physical surveys/visual inspections, sewer line cleaning, and internal inspection requirements contained herein. This data shall be documented in accordance with the Sewer Data Dictionary referenced in Appendix A. The Municipality and the Authority shall submit to the Department and ACHD the information the Municipality and Authority develop for the Municipality's and the Authority's System Hydraulic Characterization in the following manner:

- (i) information as to one-quarter of its sewer system by May 31, 2005;
- (ii) information as to one-half of its sewer system by May 31, 2006;
- (iii) information as to three-quarters of its sewer system by May 31, 2007; and
- (iv) information as to all of its sewer system by May 31, 2008.

b. Previous System Hydraulic Characterization may be used to satisfy the requirements of this Paragraph if the following conditions are met:

- (i) the evaluation verifies the current hydraulic conditions;

(ii) the evaluation was performed, and signed and sealed by a Professional Engineer utilizing accepted engineering methods; and

(iii) the results of the evaluation have the information necessary to characterize the hydraulic performance of the sewer system under various precipitation/wet weather conditions.

10. Implementation Schedule.

a. The Municipality and the Authority shall complete the actions required by Paragraph 4.c for at least one-third of their Critical Sewers and their sanitary sewers each twelve (12) months (i.e., one-third by May 31, 2005; two-thirds by May 31, 2006, and all by May 31, 2007); and shall complete the actions required by Paragraph 4.d for their Non-Critical Sewers as part of their NMCs (see Paragraph 13.a of this Consent Order and Agreement) by May 31, 2014.

b. The Municipality and the Authority shall complete the actions required by Paragraph 5.a for at least one-sixth of the Critical Sewers and one-sixth of their sanitary sewer system each twelve (12) months (i.e. one-sixth by May 31, 2005; one-third by May 31, 2006; one-half by May 31, 2007; two-thirds by May 31, 2008, five-sixths by May 31, 2009, and all by May 31, 2010) beginning with sewers referenced in Paragraph 5.b; and shall complete the actions required by Paragraph 5.c for their Non-Critical Sewers as part of their NMCs (see Paragraph 13 of this Consent Order and Agreement).

c. The Municipality and the Authority shall complete the actions required by Paragraph 5.b by November 30, 2006.

d. The Municipality and the Authority shall complete the actions required by Paragraph 6 for at least one-third of their sewer system and shall complete the actions required by Paragraph 7 for at least one-third of their sanitary sewer system each twelve (12) months. (i.e. one-third by May 31, 2005, two-thirds by May 31, 2006 and all by May 31, 2007.)

e. The Municipality and the Authority shall complete the actions required by Paragraphs 8.a and 8.b for at least one-fifth of the Critical Sewers and at least one-fifth of their sanitary sewer system each twelve (12) months starting in the second year of the Phase I System Inventory and Characterization (i.e. one-fifth by November 30, 2006; two-fifths by November 30, 2007; three-fifths by November 30, 2008; four-fifths by November 30, 2009; and all by November 30, 2010); and shall complete the actions required by Paragraph 8.c for their Non-Critical Sewers as part of their NMCs (see Paragraph 13 of this Consent Order and Agreement).

f. The Municipality and the Authority shall complete the actions required by Paragraph 9 for at least one-fourth of its combined sewer system each twelve (12) months (i.e. one-fourth by May 31, 2005; one-half by May 31, 2006; three-quarters by May 31, 2007; and all by May 31, 2008).

11. **Data Collection and Submission.** All data collected under the Phase I tasks shall be retained and shall be made available for submission upon request by the Department and/or the ACHD within fifteen (15) days after the end of each calendar quarter to the Department and/or the ACHD at their respective addresses listed in Paragraph 30. GIS data shall be stored and shall be submitted to the Department and/or

the ACHD upon request in Environmental Systems Research Institute (ESRI)-compatible format, as specified in Paragraph 6. The CCTV data collected under Paragraph 5 shall be stored in digital format and shall be submitted to the Department and/or the ACHD upon request. All other data collected under Phase I tasks shall be formatted and stored in a relational database (Open Database Configuration compliant), such as Microsoft Access, Microsoft Excel or equivalent, and submitted to the Department and/or the ACHD upon request in a form equivalent to the example attached hereto as Appendix B. Flows shall be calculated and reported in million gallons per day (MGD); not cubic feet per second (CFS). Data shall be formatted to three (3) decimal places (x.xxx).

**Phase II - Long Term Control Plan, Flow Monitoring and Planning**

12. **Retention of Professional Engineer.** The Municipality and the Authority shall employ the services of a Professional Engineer to oversee the completion of all Phase II flow monitoring and planning tasks set forth in Paragraphs 13 through 16. All reports and submissions associated with the Phase II flow monitoring and planning tasks set forth in Paragraphs 13 through 16 shall be signed and sealed by the Professional Engineer.

13. **NMC.**

a. On or before December 1, 2005, the Municipality and Authority shall submit to the Department for its review and approval, and to the ACHD for its review and comment, appropriate documentation as set forth in Appendix C, demonstrating on a system-wide basis implementation of and compliance with the nine minimum technology-based controls ("NMC") listed in the CSO Control Policy.

Appendix C, which is attached hereto and incorporated fully by reference, lists the actions that, at a minimum, shall be included in the NMC Report. As part of their on-going obligation to implement the NMCs, the Municipality and the Authority shall, in an Operation and Maintenance Plan, address appropriate items, including but not limited to, the (1) physical inspection/visual survey of the Non-Critical Sewers, (2) CCTV internal inspection of Non-Critical Sewers and (3) the actions and repairs required by Paragraph 8.c. From June 1, 2010 through May 31, 2012, the Municipality and Authority shall, at a minimum, perform CCTV internal inspection of Non-Critical Sewers at an annual average rate equal to the annual average rate of the total number of miles of Critical Sewers and Sanitary Sewers the Municipality and Authority were required to televise under this Consent Order and Agreement between June 1, 2004 through May 31, 2010. In calculating the number of miles to be inspected from June 1, 2010 through May 31, 2012, the Municipality and Authority shall receive credit for any Non-Critical Sewers so inspected during the period from June 1, 2004 through May 31, 2010.

b. On December 1, 2010, the Municipality and the Authority shall submit to the Department, for its review and approval, and to the ACHD for its review and comment, an updated Operation and Maintenance Plan for those Non-Critical Sewers not addressed in Paragraph 13.a. and coordinating the Operation and Maintenance tasks with capital improvements and long term planning.

c. In implementing the NMCs, the Municipality shall conduct street sweeping on a regularly scheduled basis; establish and enforce municipal sewer use ordinances (especially with regard to oil and grease controls) and litter and refuse

disposal measures; place and maintain trash receptacles to minimize street litter in areas where the public congregates; enforce pre-treatment requirements and adopt ordinances as necessary to ensure compliance with ALCOSAN's industrial pre-treatment requirements; cooperate with ALCOSAN to begin and maintain a program of public recycling; water conservation; the proper disposal of wastes and the proper application of fertilizer; institute periodic evaluations of programs to assure their efficacy and maintain documentation of all municipal NMC activities on an on-going basis.

14. Flow Monitoring.

a. On June 1, 2007, the Municipality and the Authority shall begin a program of flow monitoring of its sewer system to determine the average dry and peak wet weather flows conveyed directly or indirectly from the Municipality and the Authority to the ALCOSAN sewer system. This flow monitoring shall include monitoring of flows from the CSOs listed in the Municipality's and Authority's NPDES Permit as set forth in 14.e.(iii) below, monitoring of flows from SSOs that are not located on the ALCOSAN interceptor as set forth in Paragraph 14.e.(iii) below, and shall provide protocol-compliant data for joint use by ALCOSAN and the Municipality and the Authority in developing a LTCP and/or Wet Weather Plan (as hereinafter defined in Paragraph 15.b of this Consent Order and Agreement) with a range of practicable alternatives.

b. Flow monitoring shall be performed as per the Allegheny County Health Department ("ACHD") Flow Monitoring Protocol attached hereto and

incorporated by reference as Appendix D and according to manufacturer's specifications for the monitoring equipment utilized. Additionally, the flow monitoring program shall:

- (i) Provide quality assured/quality-controlled data suitable for system hydraulic characterization efforts, wet weather plan development, feasibility studies and associated alternative analyses or regulatory compliance reporting.

- (ii) Result in data suitable for the quantification of: (a) base infiltration, (b) dry weather flow and (c) wet weather response.

- c. The Municipality and the Authority shall coordinate with ALCOSAN to develop a flow monitoring plan that complements any flow monitoring program implemented by ALCOSAN in accordance with the following:

- (i) At least twenty-four (24) months prior to instituting flow monitoring, (i.e. by June 1, 2005), the Municipality and the Authority shall jointly submit a preliminary draft flow monitoring plan to ALCOSAN for comment.

- (ii) Eighteen (18) months prior to instituting flow monitoring (i.e. by December 1, 2005), the Municipality and the Authority shall have developed a Flow Monitoring Plan (as described in Appendix D) and shall jointly submit it to ALCOSAN for comment. The Municipality and the Authority shall share with ALCOSAN all available flow monitoring data.

- d. Twelve (12) months prior to instituting flow monitoring (i.e. by June 1, 2006), the Municipality and the Authority shall jointly submit the Flow Monitoring

Plan along with any comments by ALCOSAN to the Department for approval. A copy of the Flow Monitoring Plan shall also be submitted to the ACHD for its review and comment. In the event the Department does not approve the submittal, the Municipality and the Authority shall make all corrections required by the Department and shall resubmit the flow monitoring plan to the Department in a time frame specified by the Department. A copy of the re-submission shall also be sent to the ACHD. In the event a dispute arises regarding the corrections to the flow monitoring plan required by the Department under this sub-paragraph, such dispute shall be subject to the Dispute Resolution provisions of this Consent Order and Agreement.

e. The Flow Monitoring Plan shall, at a minimum, include provisions for:

(i) The installation of flow monitors at locations that will document the average daily dry weather flows, the peak hourly dry weather flows, the peak hourly wet weather flows, the total sewage volume during each rainfall event and document and verify the dry and wet weather hydrographs in conformance with Paragraph 14.b.

(ii) Monitoring flow at all points of connection with municipalities and/or authorities whose sanitary and/or combined sewer systems are tributary to that of the Municipality and the Authority and at all points of connection at which the sewer system of the Municipality and the Authority become tributary to the sanitary and/or combined sewer system of another municipality or authority. Best professional judgment may be

applied to determine points for flow monitoring where, for example, a collector sewer or trunk sewer follows or crisscrosses municipal and/or authority boundaries creating multiple points of connection between the same municipalities and/or authorities. In such cases, monitoring points shall be established such that flows are monitored where the sewer effectively first enters into the Municipality's and the Authority's sewer system from that of another municipality and/or authority and where the sewer finally leaves the Municipality's and the Authority's sewer system and flows into that of another municipality and/or authority.

(iii) Monitoring flow from all CSOs listed in the Municipality's and Authority's NPDES Permit and all SSOs described in Paragraph 14.a above. If flow cannot feasibly be measured with one or more flow monitoring devices, the Municipality and the Authority shall provide the date and estimate the time, duration, rate and amount of the CSO or SSO. For the purposes of this sub-paragraph, the availability of differential monitoring, in which flows upstream and downstream are monitored and the overflow rate is calculated as the difference, is a feasible flow monitoring alternative.

(iv) If the Municipality and the Authority choose to evaluate the hydraulic performance of their sewer system directly from the flow monitoring data without modeling, the installation of flow monitors at locations that will support this approach.

(v) If the Municipality and the Authority choose to use modeling to evaluate the hydraulic performance of their sewer system, the installation of flow monitors at locations that will support the calibration and verification of the models.

(vi) Monitoring of the sewer system in a manner (A) to calibrate and verify any tools or methodology used to characterize system hydraulics, (B) to provide for development of a Wet Weather Plan, as defined in Paragraph 15.b, (C) to develop a Feasibility Study, as defined in Paragraph 15.c, with associated alternative analyses and (D) to quantify CSO occurrences and SSO occurrences for future compliance monitoring.

(vii) Coordinating flow monitoring activities required by this Paragraph 14 with all municipalities and/or authorities whose sanitary and/or combined sewer systems are either tributary to, or receive flows from, that of the Municipality and the Authority.

(viii) Coordinating flow monitoring activities required by this Paragraph 14 with other municipalities and/or authorities so that monitoring within a given sewershed is conducted at the same time within all municipalities in that sewershed, and so that flows are measured with compatible devices and protocol-compliant methodology. The Department's approval of the Municipality's and the Authority's Flow Monitoring Plan which proposes a coordinated sewershed-based approach may be contingent upon adequate demonstration and documentation of the

coordination of the flow monitoring program with the other municipalities in the sewershed.

f. The flow monitoring program shall be scheduled during a period of sufficient time to account for seasonality effects on the sewer system flows. This shall include flow monitoring for a minimum duration of one (1) year, which shall have a total annual rainfall volume of no less than 30.9 inches and which shall include at least two (2) significant rainfall events, excluding any contribution from snow melt, equal to or exceeding one (1) inch of rainfall in a twenty-four (24) hour period. If during the monitoring period the rainfall volume exceeds 30.9 inches and the two (2) significant rainfall events occur in less than one (1) year, the monitoring program may be terminated when such conditions have been met. If during that one year, the total rainfall volume does not equal or exceed 30.9 inches and two such significant rainfall events do not occur, monitoring shall be extended for (i) an additional nine (9) months; or (ii) until such conditions have been met, whichever occurs first.

g. Within 120 days of completion of the flow monitoring program, the Municipality and the Authority shall submit to the Department and ACHD a summary and report of the flow monitoring conducted pursuant to Paragraph 14.e above. The Municipality and the Authority shall also submit all flow monitoring data to ALCOSAN, the Department, ACHD and/or the municipalities and authorities within the sewershed upon their written requests.

h. Prior Flow Monitoring Data. If (i) the Municipality and the Authority have demonstrated that the service area tributary to the flow monitor has not

changed appreciably since data was collected from the site and (ii) Quality Assurance/Quality Control documentation consistent with Appendix D and this Paragraph 14 exists; data from protocol-compliant flow monitoring (as described in Appendix D) conducted prior to June 1, 2007, but after January 1, 1997 may be used: (A) to inform and refine development of the Municipality's and the Authority's flow monitoring plan with respect to the total number of meters and meter locations; or (B) to supplement new data collected under the regional flow monitoring program required by Paragraph 14.

To obtain approval for use of previous flow monitoring data, the Professional Engineer must submit to the Department a summary and data assessment report of such flow monitoring and data as a supplement to the Municipality's and the Authority's proposed flow monitoring plan be submitted, under Paragraph 14.d. The supplement must provide documentation that the previous flow monitoring and data are protocol-compliant, consistent with Appendix D. The request for approval for use of previous flow monitoring data must include a signed certification statement as set forth in Paragraph 22 of this Consent Order and Agreement.

15. Feasibility Study in Conjunction with an ALCOSAN Enforcement Order.

a. For purposes of this Consent Order and Agreement, the term "Enforcement Order" shall mean a Consent Decree or Consent Order and Agreement, or an order issued by a court or tribunal of competent jurisdiction that requires ALCOSAN to develop and implement a regional Wet Weather Plan and/or a LTCP to eliminate SSOs

and to provide CSO control in conformance with Federal, State and local laws, and with NPDES Permit requirements. The Enforcement Order must have resulted from a lawsuit or administrative action initiated by the United States of America, Environmental Protection Agency.

b. For purposes of this Consent Order and Agreement, the term "Wet Weather Plan" includes any plan submitted by ALCOSAN to EPA and/or DEP, which incorporates the requirements of a LTCP and/or addresses other wet weather problems in Allegheny County such as SSOs.

c. If on or before July 1, 2008, ALCOSAN is subject to an Enforcement Order, as defined above, then the Municipality and the Authority shall, in accordance with the schedule set forth in the Enforcement Order, participate with and cooperate with ALCOSAN in the development of the Wet Weather Plan and/or LTCP required by the Enforcement Order. Such participation and cooperation by the Municipality and the Authority shall include, but not be limited to:

(i) establishing with ALCOSAN the quantity and rate of sewage flow from the Municipality and the Authority that ALCOSAN will be able to retain, store, convey and treat upon implementation of a Wet Weather Plan and/or LTCP; and

(ii) developing a feasibility study with an alternatives analysis evaluating the Municipality's and the Authority's options to construct sewage facilities necessary to retain, store, convey and treat any sewage flows from the Municipality and the Authority including, but not limited to,

any sewage flows that: (A) ALCOSAN cannot accommodate or (B) ALCOSAN could accommodate, but which the Municipality and the Authority decide to address in a separate manner ("Feasibility Study").

d. The Municipality and the Authority shall submit to the Department and ACHD the Feasibility Study within six (6) months after ALCOSAN submits a Wet Weather Plan and/or LTCP to EPA and/or the Department as required by the Enforcement Order. The Feasibility Study shall evaluate a range of alternatives, including but not limited to, alternatives to eliminate SSOs and shall estimate the cost and time necessary to implement or construct each alternative.

16. Feasibility Study in Conjunction with ALCOSAN in the Absence of an ALCOSAN Enforcement Order. In the event that ALCOSAN is not subject to an Enforcement Order by July 1, 2008, the Municipality and the Authority shall, commencing on August 1, 2008 and completing on May 31, 2010:

a. participate with ALCOSAN in the development of a LTCP and/or Wet Weather Plan that will resolve the regional wet weather sewer overflow problem by eliminating SSOs and providing for CSO control in conformance with Federal, State and local law and with NPDES Permit requirements;

b. establish with ALCOSAN the quantity and rate of sewage flow from the Municipality and the Authority that ALCOSAN will be able to retain, store, convey and treat; and

c. on or before May 31, 2010, submit to the Department, for approval, and to ACHD for review and comment, a schedule for preparation by the Municipality

and the Authority of a LTCP and a plan for the elimination of any SSOs in the Municipality and the Authority, which schedule, upon written approval by the Department, shall be incorporated as an enforceable provision of this Consent Order and Agreement.

17. **Effect of Consent Order and Agreement.** Notwithstanding any other provisions of this Consent Order and Agreement, the parties acknowledge that the Municipality's and the Authority's entry into this Consent Order and Agreement is not intended to, and does not, supersede or alter the terms and/or obligations of (a) any existing agreements between the Municipality and the Authority and ALCOSAN and (b) any existing agreements between or among municipalities relating to sewage. In signing this Consent Order and Agreement, the Municipality and the Authority specifically reserve and do not waive any rights under the foregoing agreements. In addition, this Consent Order and Agreement shall not be construed as to afford third-party beneficiary status to any third parties including, without limitation, ALCOSAN, its successors and assigns.

18. **Joint Municipal Scheduling.** The Municipality and the Authority can fulfill some or all of their obligations by entering into a legally binding agreement with one or more municipalities or authorities within a common sewershed, for the purpose of regional project management. In order to complete the tasks in Phase I and Phase II, the Municipality and the Authority may submit to the Department, for its approval, a modified schedule for completing these tasks. The modified schedule need not specify an

equal distribution of these tasks for each municipality within a year; however, on a total regional project basis, the modified schedule completion dates shall not exceed the original completion dates. Each municipality or authority entering into the legally binding agreement shall cooperate with one another to assure the completion of all of these tasks within all of the municipalities represented within the legally binding agreement. Nothing in this Consent Order and Agreement is intended nor shall it be interpreted to prohibit any municipality or authority who enters into the above-referenced joint agreement from seeking and/or obtaining indemnification from any other municipality or authority that is party to the joint agreement. In addition, nothing in this Consent Order and Agreement is intended nor shall it be interpreted to prohibit or preclude any municipality or authority which enters into the above-referenced joint agreement from seeking or obtaining contribution and/or indemnification from any person or entity.

19. **Tap Control Plans.** The Municipality and the Authority, with regard to any tap Control Plan in place as part of a Department-mandated Corrective Action Plan (hereinafter "CAP") shall:

a. Self-regulate connections to portions of its sewer system tributary to ALCOSAN so as not to exacerbate the existing hydraulic overload in its sewer system and/or in any sewer systems into which its sewer system discharges. Self-regulation can continue as long as the Municipality and the Authority are in compliance with this Consent Order and Agreement. The Municipality's and the Authority's compliance with

this Consent Order and Agreement shall constitute compliance with any current CAP for portions of its sewer system tributary to ALCOSAN, and the Department will not impose any future restrictions on tap-ins for portions of its sewer system tributary to ALCOSAN as long as the Municipality and the Authority are in compliance with this Consent Order and Agreement.

b. In areas with known basement backups of sewage contributed to by the Municipality's and/or the Authority's sewer system, provide for interim protection against basement backups. Methods of protection shall include, but not be limited to, the installation of municipally maintained backflow preventers and/or pressurized laterals.

c. Notwithstanding any other provision or term of this Consent Order and Agreement, submit to the Department and ACHD all necessary planning modules and revisions for any new connections required by Chapter 71 of DEP's rules and regulations, 25 Pa. Code §§ 71.1, *et seq.*

20. **NPDES Permit Issuance.** The Department will, simultaneously with the execution of this Consent Order and Agreement, issue an NPDES Permit to the Municipality and the Authority. The NPDES Permit is attached hereto as Appendix F. The Municipality and the Authority waive their rights to appeal the issuance of the NPDES Permit so long as the terms, conditions, provisions and limitations in the NPDES Permit are equal to or less stringent than those in Appendix F.

21. **Additional Information.** If the Department and/or the ACHD requires additional information for any submittal pursuant to this Consent Order and

Agreement, NPDES Permit and/or laws and regulations of the Commonwealth of Pennsylvania or the United States, the Municipality and the Authority shall provide such additional information to the Department within fifteen (15) days unless a longer time is specified in the Department notice.

22. **Semi-Annual Progress Reports.** The Municipality and the Authority shall submit semi-annual written reports (attached hereto as Appendix E) to the Department and ACHD of their efforts to comply with the obligations set forth in Paragraphs 3 through 16 and 18 and 19 above until those obligations are completed. Said report shall be sent to the address in Paragraph 30 and submitted to the Department and ACHD no later than the 31<sup>st</sup> day of January and July of each year. The first semi-annual progress report shall be due by July 31, 2004 and shall cover the period of January 1 through June 30, 2004. The first semi-annual progress report shall also include a detailed list of all prior work that meets the criteria set forth in Paragraphs 4, 5, 6, 7 and 9 for credit toward compliance with the Municipality's and the Authority's obligations under this Consent Order and Agreement. In addition to the detailed list of prior work, the Municipality and the Authority shall also submit a "Credit for Past Work Form" signed by a municipal representative. The Credit for Past Work Form is attached hereto as Appendix G and must be signed, with the following certification:

I certify under the penalty of law that I believe the information provided in this document is true, accurate, and complete. I certify under penalty of law that I am familiar with the information submitted in this document and all attached documents and, to the best of my knowledge, information and belief and based on my inquiry of those

individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Within sixteen (16) months of the submittal, the Department will issue a decision accepting or rejecting the Municipality's and the Authority's claim for past work. In the event that a dispute should arise as to the Department's decision in this matter, that shall be subject to the Dispute Resolution provision of this Consent Order and Agreement. If the Department fails to make a decision concerning the credit for past work within sixteen (16) months, the Municipality's and the Authority's request for Credit for Past Work will be deemed approved provided that the information in the Municipality's and the Authority's submittal for credit for past work was not false. If during the term of this Consent Order and Agreement, even after the sixteen (16) month period from submittal, the Department discovers that the Municipality and the Authority submitted materially false information, the deemed approval provision of this Paragraph 22 will be null and void and of no effect as to the affected task(s) (i.e. Physical Surveys/Visual Inspections, CCTV, Sewer System Mapping, Sewer System Dye Testing or System Hydraulic Characterization) and the Municipality and the Authority shall be responsible for fully complying with all the requirements of the Paragraph(s) of this Consent Order and Agreement that required such task(s) without receiving credit for any past work for such task(s).

23. Record Keeping.

a. The Municipality and the Authority shall maintain copies of any records, reports, plans, data, permits and documents, related to or developed pursuant to this Consent Order and Agreement, including any underlying research and data, for a period of five (5) years beyond the termination date of this Consent Order and Agreement. The Municipality and the Authority shall require any independent contractor, employee, agent or officer implementing any portion of this Consent Order and Agreement to also retain such materials for a period of five (5) years beyond the termination date of this Consent Order and Agreement. The Municipality and the Authority shall submit such supporting documents to the Department and ACHD upon request.

b. The Municipality and/or the Authority shall notify the Department and ACHD ninety (90) days prior to disposal or destruction of such records at the end of this five (5) year period and shall, upon the request of the Department or ACHD, deliver such records to the Department or ACHD prior to such disposal or destruction.

24. Municipal Cooperation. The Municipality and the Authority must diligently cooperate with each other to comply with the terms and conditions of this Consent Order and Agreement and implement the Department ordered milestones and schedules herein.

25. Stipulated Civil Penalties.

a. In the event the Municipality and/or the Authority fail to comply in a timely manner with any term or provision of this Consent Order and Agreement applicable to it, the Municipality and/or the Authority shall be in violation of this Consent Order and Agreement and, in addition to other applicable remedies, shall pay a civil penalty per day for each violation as follows:

- (i) Days 1 through 14 of each violation - \$100 per day per violation;
- (ii) Days 15 through 30 of each violation - \$200 per day per violation;
- (iii) Days 31 through 60 of each violation - \$300 per day per violation; and
- (iv) Days 61 and beyond of each violation - \$500 per day per violation.

b. Stipulated civil penalty payments shall be payable monthly on or before the fifteenth day of each succeeding month. Fifty percent of the amount payable shall be made by certified check or the like, made payable to the "Commonwealth of Pennsylvania, Clean Water Fund" and shall be sent to the address in Paragraph 30. Fifty percent of the amount payable shall be made by certified check or the like, made payable to the "Allegheny County Environmental Health Fund" and shall be sent to Geoffrey M. Butia, Chief, Public Drinking Water and Waste Management, Allegheny County Health Department, 3901 Penn Avenue, Building #5, Pittsburgh, Pennsylvania 15222-1318.

c. Any payment under this Paragraph shall neither waive the Municipality's and/or the Authority's duty to meet their obligations under this Consent Order and Agreement nor preclude the Department or ACHD from commencing an action to compel the Municipality's and/or the Authority's compliance with the terms and conditions of this Consent Order and Agreement. The payment resolves only the Municipality's and/or the Authority's liability for civil penalties arising from the violation of this Consent Order and Agreement for which the payment is made.

d. Stipulated civil penalties shall be due automatically and without notice.

26. Additional Remedies.

a. In the event the Municipality and/or the Authority fail to comply with any provision of this Consent Order and Agreement, the Department may, in addition to the remedies prescribed herein, pursue any remedy available for a violation of an order of the Department, including an action to enforce this Consent Order and Agreement.

b. The remedies provided by this Paragraph and Paragraph 25 (Stipulated Civil Penalties) are cumulative and the exercise of one does not preclude the exercise of any other. The failure of the Department to pursue any remedy shall not be deemed to be a waiver of that remedy. The payment of a stipulated civil penalty, however, shall preclude any further assessment of civil penalties for the violation for which the stipulated civil penalty is paid.

27. Reservation of Rights. The Department and the ACHD reserve the right to require additional measures to achieve compliance with applicable law. The Municipality

and the Authority reserve the right to challenge any action which the Department and the ACHD may take to require those measures.

28. Liability of the Municipality and the Authority. The Municipality and the Authority shall be liable for any of their respective violations of the Consent Order and Agreement, including those caused by, contributed to, or allowed by their officers, agents, employees, or contractors. The Municipality and the Authority also shall be liable for any violation of this Consent Order and Agreement caused by, contributed to, or allowed by their successors and assigns unless the Department terminates the Municipality's and/or the Authority's duties and obligations under this Consent Order and Agreement pursuant to Paragraph 29.c below.

29. Transfer of Site.

a. The duties and obligations under this Consent Order and Agreement shall not be modified, diminished, terminated or otherwise altered by the transfer of any legal or equitable interest in the Municipality's and the Authority's sewer system or any part thereof unless agreed to by the Department as set forth in sub-Paragraph 29.c below.

b. If the Municipality and/or the Authority intends to transfer any legal or equitable interest in their sewer system, the Municipality and/or the Authority shall serve a copy of this Consent Order and Agreement upon the prospective transferee of the legal and equitable interest at least thirty (30) days prior to the contemplated transfer and shall simultaneously inform the Regional Office of the Department and the ACHD of such intent.

c. The Department in its reasonable discretion may agree to modify or terminate the Municipality's and/or the Authority's duties and obligations under this Consent Order and Agreement upon transfer of the Municipality's and/or the Authority's sewer system to an entity that agrees to and is capable of complying with the terms and conditions of this Consent Order and Agreement. In the event a dispute should arise as to the Department's decision in this matter, that shall be subject to the Dispute Resolution provision of this Consent Order and Agreement.

30. Correspondence with the Department and the ACHD. All correspondence with the Department concerning this Consent Order and Agreement shall be addressed to:

Paul Eiswerth  
CSO Coordinator  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745  
Phone: 412-442-4000  
Fax: 412-442-4328

All correspondence with the ACHD concerning this Consent Order and Agreement shall be addressed to:

Geoffrey M. Butia, Chief  
Public Drinking Water and Waste Management  
Allegheny County Health Department  
3901 Penn Avenue, Building #5  
Pittsburgh, PA 15224-1318  
Phone: 412-578-8040  
Fax: 412-578-8053

31. Correspondence with the Municipality and the Authority. All

correspondence with the Municipality concerning this Consent Order and Agreement shall be addressed to:

Guy Costa, Director  
Department of Public Works  
City of Pittsburgh  
611 Second Avenue  
Pittsburgh, PA 15219  
Phone: 412-255-2727  
Fax: 412-255-8981

*CBL for PWSA*  
with a copy to:  
Jacqueline Monahan  
Suite 313, City/County Bldg  
444 Grant Street  
Pittsburgh, PA 15219  
412-255-2010  
412-255-2285

All correspondence with the Authority concerning this Consent Order and Agreement shall be addressed to:

Gregory F. Tutsock, Executive Director  
Pittsburgh Water and Sewer Authority  
441 Smithfield Street  
Pittsburgh, PA 15222  
Phone: 412-255-8949  
Fax: 412-393-0522

with a copy to:  
Clifford B. Levine  
Thorp, Reed & Armstrong LLP  
One Astor Center, Suite 1400  
Pittsburgh, PA 15219  
phone 412-394-2396  
fax 412-394-2555  
*9/13/03*

with a copy to:

Michael Lichte, Environmental Compliance Coordinator  
Pittsburgh Water and Sewer Authority  
441 Smithfield Street  
Pittsburgh, PA 15222  
Phone: 412-255-2579  
Fax: 412-393-0522

*CIAO  
BMH  
JMT*

The Municipality and/or the Authority shall notify the Department whenever there is a change in the contact person's name, title, or address. Service of any notice or any legal process for any purpose under this Consent Order and Agreement, including its enforcement, may be made by mailing a copy by first-class mail to the above address.

32. Force Majeure.

a. In the event that the Municipality and/or the Authority is prevented from complying in a timely manner with any time limit imposed in this Consent Order and Agreement solely because of a strike, fire, flood, act of God, or other circumstances beyond the Municipality's and/or the Authority's control and which the Municipality and/or the Authority, by the exercise of all reasonable diligence, are unable to prevent, then the Municipality and/or the Authority may petition the Department for an extension of time. An increase in the cost of performing the obligations set forth in this Consent Order and Agreement shall not constitute circumstances beyond the Municipality's and/or the Authority's control. The Municipality's and/or the Authority's economic inability to comply with any of the obligations of this Consent Order and Agreement shall not be grounds for any extension of time.

b. The Municipality and/or the Authority shall only be entitled to the benefits of this Paragraph if it notifies the Department and the ACHD within five (5) working days by telephone and within ten (10) working days in writing of the date it becomes aware or reasonably should have become aware of the event impeding performance. The written submission shall include all necessary documentation, as well as a notarized affidavit from an authorized individual specifying the reasons for the delay, the expected duration of the delay, and the efforts which have been made and are being made by the Municipality and/or the Authority to mitigate the effects of the event and to minimize the length of the delay. The initial written submission may be supplemented within 10 working

days of its submission. The Municipality's and/or the Authority's failure to comply with the requirements of this Paragraph specifically and in a timely fashion shall render this Paragraph null and of no effect as to the particular incident involved.

c. Commercial Unavailability. The Municipality and/or the Authority shall be solely responsible for compliance with any applicable deadline or the performance of any work described in this Consent Order and Agreement that requires the acquisition and installation of equipment or contracting with a vendor. If it appears that the commercial unavailability of equipment or vendor may delay the Municipality's and/or the Authority's performance of work according to the applicable implementation schedule, the Municipality and/or the Authority shall notify the Department and the ACHD in accordance with the requirements of Paragraph 32.b of any such delays as soon as the Municipality and/or the Authority reasonably concludes that the delay could affect its ability to comply with the implementation schedule. The Municipality and/or the Authority shall propose a modification to the applicable schedule of implementation set forth herein. Prior to the notice required by this Paragraph, the Municipality and/or the Authority must have undertaken reasonable efforts to obtain such equipment and/or contacted a reasonable number of vendors and obtained a written representation that the equipment and/or the vendor(s) are in fact commercially unavailable. In the notice, the Municipality and/or the Authority shall reference this Paragraph, identify the milestone date(s) they contend they will not be able to meet, provide the Department and the ACHD with written correspondence to the vendor identifying efforts made to secure the equipment and/or services of the vendor,

and describe the specific efforts the Municipality and/or the Authority have taken and will continue to take to find such equipment or vendor. The Municipality and/or the Authority may propose a modified schedule or modification of other requirements of this Consent Order and Agreement to address such commercial unavailability.

d. The Department, in consultation with the ACHD, will decide whether to grant all or part of the extension requested on the basis of all documentation submitted by the Municipality and/or the Authority and other information available to the Department and the ACHD. In any subsequent litigation, the Municipality and/or the Authority shall have the burden of proving that the Department's refusal to grant the requested extension was an abuse of discretion based upon the information then available to it.

33. **Dispute Resolution.**

a. The Municipality and/or the Authority may initiate dispute resolution under this Paragraph in response to any decision of the Department under this Consent Order and Agreement involving the following matters: (i) the modification or disapproval of any flow monitoring plan submitted by the Municipality and/or the Authority to the Department pursuant to Paragraph 14; (ii) a dispute regarding the NMC Reports pursuant to Paragraph 13; (iii) the Department's disapproval of the transfer of the Municipality's and/or the Authority's duties and obligations hereunder pursuant to Paragraph 29.c; (iv) the Department's modification or disapproval of prior work completed by the Municipality and/or the Authority for which it desires credit toward its compliance with Paragraphs 4, 5, 6, 7, 8 and 9 of this Consent Order and Agreement; and

(v) the Department's disapproval of a schedule submitted under Paragraph 16.c. The Municipality and/or the Authority shall bear the burden of proving that the disputed action on the part of the Department was an abuse of discretion based upon the information then available to it.

b. To initiate dispute resolution, the Municipality and/or the Authority shall provide written notice to the Water Management Program Manager of the Department's Southwest Regional Office (or equivalent position) (the "Manager") within ten (10) days of receiving the Department's decision. The Municipality and/or the Authority shall have an additional ten (10) days to provide the Department with a written list of objections to the decision in dispute (the "Statement of Position"). The Department shall have twenty (20) days to provide its Statement of Position.

c. Within twenty (20) days following receipt of the Department's Statement of Position, the Municipality's and/or the Authority's representative(s) and the Manager shall meet and confer in an attempt to resolve the dispute. In the event the parties are unable to resolve the dispute within this period, the Manager will issue a decision concerning the dispute. Either party may request a review of the Manager's decision by the Regional Director of the Department's Southwest Regional Office (the "Regional Director") within ten (10) days of its receipt of the Manager's decision. The Statements of Position shall be provided to the Regional Director to issue a decision regarding the dispute.

(i) For matters described in subparts a. (i) and (ii) of this Paragraph, the Regional Director's decision shall be a decision under this Consent Order and Agreement subject to Paragraph 39.

(ii) For matters described in subparts a. (iii), (iv) and (v) of this Paragraph, the Regional Director's decision shall constitute a final action under 25 Pa. Code § 1021.2, and Municipality and/or the Authority shall have the right to an appeal to the Environmental Hearing Board ("EHB"). The parties agree to jointly request the EHB to expedite any proceedings related to an appeal under this Paragraph.

d. During the pendency of the dispute resolution process set forth above, neither the Municipality nor the Authority shall be obligated to perform any work which is the subject of or which performance is directly dependent on the resolution of the dispute. All other obligations and activities shall be completed in accordance with the terms of the Consent Order and Agreement. Stipulated civil penalties with respect to the disputed matter shall continue to accrue from the first day of noncompliance with any applicable provision of this Consent Order and Agreement, but payment shall be stayed pending resolution of the dispute as provided in this Paragraph. In the event the Municipality and/or the Authority do not prevail on the disputed issue, stipulated penalties shall be paid as provided in Paragraph 25 (Stipulated Civil Penalties). In the event the Municipality and/or the Authority prevail on the disputed issue, stipulated civil penalties shall not be due and owing.

e. Any time period for dispute resolution set forth herein may be extended by written agreement of the parties.

34. **Severability.** The paragraphs of this Consent Order and Agreement shall be severable and should any part hereof be declared invalid or unenforceable, the remainder shall continue in full force and effect between the parties.

35. **Entire Agreement.** This Consent Order and Agreement shall constitute the entire integrated agreement of the parties. No prior or contemporaneous communications or prior drafts shall be relevant or admissible for purposes of determining the meaning or intent of any provisions herein in any litigation or any other proceeding.

36. **Attorney Fees.** The parties shall bear their respective attorney fees, expenses and other costs in the prosecution or defense of this matter or any related matters, arising prior to execution of this Consent Order and Agreement.

37. **Modifications.** No changes, additions, modifications, or amendments of this Consent Order and Agreement shall be effective unless they are set out in writing and signed by the parties hereto.

38. **Titles.** A title used at the beginning of any paragraph of this Consent Order and Agreement may be used to aid in the construction of that paragraph, but shall not be treated as controlling.

39. **Decisions under Consent Order and Agreement.** Except as provided in Paragraph 33.c(ii), any decision which the Department makes under the provisions of this Consent Order and Agreement is intended to be neither a final action under 25 Pa. Code

§ 1021.2, nor an Adjudication under 2 Pa.C.S. § 101. Any objection which the Municipality and/or the Authority may have to the decision will be preserved until the Department enforces this Consent Order and Agreement.

40. Scope of Order. Notwithstanding any other provision of this Consent Order and Agreement, this Consent Order and Agreement shall not apply to any portion of the Municipality and/or the Authority sewer system that is within the Nine Mile Run Watershed and is subject to a separate Consent Order and Agreement dated May 22, 2000 between the Department and the Borough of Edgewood, the Borough of Swissvale, the Borough of Wilkinsburg, the City of Pittsburgh and the Pittsburgh Water and Sewer Authority.


41. Termination. The obligations of this Consent Order and Agreement shall terminate on June 30, 2012, or when the Department determines, in consultation with the ACHD, that the Municipality and the Authority have complied with the terms and conditions of this Consent Order and Agreement, whichever occurs first. Notwithstanding any other provision of this Consent Order and Agreement, the obligations of the NMCs shall continue as obligations for the Municipality and the Authority as condition of the NPDES Permit as renewed or reissued from time to time.

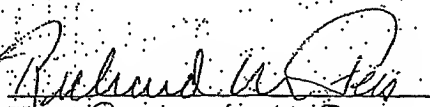
42. Resolution. Attached hereto and incorporated by reference as Appendix H is a resolution of the Municipality authorizing its signatories below to enter into this Consent Order and Agreement on its behalf.

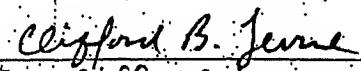
43. Resolution. Attached hereto and incorporated by reference as Appendix I is a resolution of the Authority authorizing its signatories below to enter into this Consent Order and Agreement on its behalf.

IN WITNESS WHEREOF, the parties hereto have caused this Consent Order and Agreement to be executed by their duly authorized representatives. The undersigned representatives of the Municipality and the Authority certify under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute this Consent Order and Agreement on behalf of the Municipality and the Authority; that the Municipality and the Authority consent to the entry of this Consent Order and Agreement as a final ORDER of the Department; and that the Municipality and the Authority hereby knowingly waive their rights to appeal this Consent Order and Agreement and to challenge its content or validity, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law. Signature by the Municipality's and the Authority's attorney certifies only that the agreement has been signed after consulting with counsel.

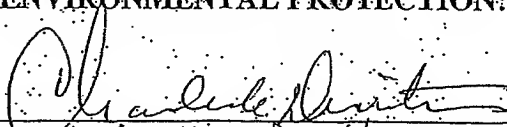
FOR THE PITTSBURGH WATER  
AND SEWER AUTHORITY:

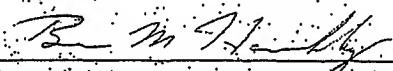
  
Name JOSEPH ROSEN  
Title CHAIRMAN

  
Name RICHARD M. FEES  
Title VICE CHAIRMAN

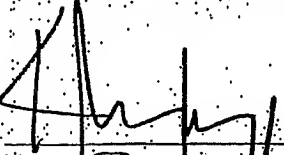
  
Name CLIFFORD B. LEVINE  
Attorney for the Pittsburgh Water  
and Sewer Authority

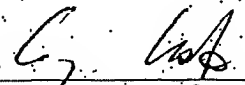
FOR THE COMMONWEALTH OF  
PENNSYLVANIA, DEPARTMENT OF  
ENVIRONMENTAL PROTECTION:

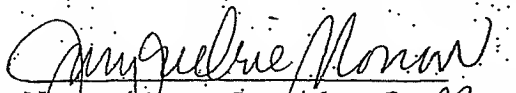
  
Name CHARLES A. DUVITSA  
Title Regional Director DEP

  
Name BRUCE M. HENSCHKE  
Assistant Counsel

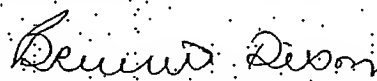
FOR THE CITY OF PITTSBURGH:

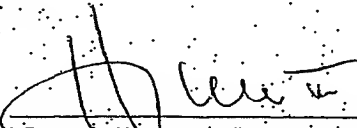
  
Name TOM MURPHY  
Title MAYOR

  
Name GUY COSTA  
Title DIRECTOR Public Works

  
Name JACQUELINE MORROW  
Attorney for the City of  
Pittsburgh

FOR THE ALLEGHENY COUNTY  
HEALTH DEPARTMENT:

  
Name Bruce W. Dixon, M.D.  
Title Director

  
Name Henry Miller III  
Attorney for Allegheny County Health  
Department

## Appendix A GIS PROTOCOL

### INTRODUCTION

The physical inspections required in the Consent Order and Agreement are intended to provide four categories of information for inclusion on comprehensive sewer maps:

- General information on the configuration of sewer manholes and their connecting pipes to provide field verification for sewer system mapping.
- General information on the condition of sewer manholes and pipes to identify any non-structural operation and maintenance (O&M) needs such as, but not limited to, accumulated sediment and debris deposits, shifted manhole frames, or unsafe manhole steps.
- General information regarding sewage pump stations, their configuration, operation, hydraulic capacities, and back-up power sources; force mains; inverted siphons and their condition.
- Identify defects related to structural stability, excessive infiltration or inflow, evidence of present or prior surcharging or overflows, hydraulic restrictions, and any other conditions that would compromise and/or diminish the capacity of the sanitary and/or combined sewer system.

In order for the Municipality and the Authority to create an updated, comprehensive sewer map of the sanitary and/or combined sewers within its sewer system, directly or indirectly tributary to the ALCOSAN Sewer System, the Municipality and the Authority may build upon the base sewer map that has been created by the 3 Rivers Wet Weather Demonstration Program (3RWWDP), or a comparable base sewer map. The comprehensive sewer map shall be submitted in Environmental Systems Research Institute (ESRI)-compatible format, and shall indicate, at a minimum, the location of the sewer lines, the direction of flow, the size of the sewer lines, the sewer line material, the locations where flows from other municipalities enter the sewer system, the field-verified location of manholes and the location of catch basins connected to the sewer system (identified by a comprehensive

numbering or lettering system), the location of pump stations, force mains, and siphons, and the location of streams or drainage ways tributary to the sewers. These maps shall be created using Geographic Information System (GIS) mapping and verified using Global Positioning System (GPS) ground monitoring or land surveying methods. The GIS mapping shall include the use of the specified attribute tables, data dictionary, etc., defined in this protocol. The maps must include street names, municipal boundaries, and streams. This base data is available from the Allegheny County Division of Computer Services from Kathryn Ross, at 412-350-5126. Additionally, maps should include points of interconnection with other municipal or private sewer systems and any known points of sewer overflow including combined sewer overflows and sanitary sewer overflows (SSOs), including manhole overflows and basement back-ups from the public sewer. The investigations conducted in preparing these maps shall include the location of any buried or lost manholes through metal detection, CCTV or excavation, the identification of all unsewered residential areas within the sewer system and the associated estimated population of these unsewered residential areas.

## **PART 1: TECHNICAL REQUIREMENTS**

- A. All significant sewer system structures such as manholes, regulating chambers, SSO outfalls, pump stations, or other appurtenances should be located to a minimum horizontal accuracy of three (3) feet. Coordinates should be recorded as "real coordinates" in State Plane Pennsylvania South NAD83. Vertical survey information should reference the NGVD88 datum. A spatial data projection file should be included in ESRI format noting the projection and datum used.
- B. Structure locations may be determined using the following alternative methods:
- Existing "as-built" sewer system maps, as long as the maps have been field-verified, digitized, and rectified to the existing GIS base maps; or
  - Using a GPS where conditions allow, or
  - Using traditional land surveying methods

C. In some geographic areas traditional surveying methods may be more productive than using GPS and, in some cases, a combination of above methods may be required. With regard to GPS data collection, additional information such as the number of readings used to define a point; standard deviation of values and the type of data correction should be recorded. The type of data correction can either be real time, post process or raw. The type of equipment and operator should also be included. Adherence to this minimum acceptable requirement will ensure that field verified data throughout the area are consistent.

D. For most of the Municipality's and the Authority's sewer system, the precise elevations of manhole covers and manhole inverts are not required. However, surveyed manhole inverts, rim elevations, dam heights, overflow pipe elevations and slopes are required to a minimum vertical accuracy of 0.10 feet for regulator structures, structures that directly affect hydraulic performance and SSO and/or CSO outfalls. Manhole inverts and rim elevations of all accessible manhole structures on trunks sewers shall also be surveyed to a minimum vertical accuracy of 0.10 feet when:

- The sanitary sewer pipe has a diameter of 10 inches or greater, or
- The combined sewer pipe has a diameter of 24 inches or greater, or
- The sewer pipe is connected to an ALCOSAN interceptor, in which case survey data will be required for a distance of 600 linear feet above the point of connection with ALCOSAN, or
- The sewer pipe segment needs more precise invert and slope data to meet the objectives of the hydraulic capacity evaluations.

If the data referenced in this Paragraph has been completed by ALCOSAN, the Municipality and the Authority are not required to duplicate this work, but must obtain the necessary documentation from ALCOSAN.

E. Digital data for basic sewer configuration, such as manhole locations, pipe sizes and materials, and manhole depths, will be entered into attribute tables within the 3RWWD regional GIS system.

## **PART 2: GIS ATTRIBUTE DATA**

The 3-Rivers Wet Weather Demonstration Program (3RWWD) has created a GIS base-sewer map from the information provided by the communities and/or municipal engineering firms. Using existing municipal GIS mapping, computer drawn maps (CAD), or paper maps converted by heads up digitizing, standardized system base maps were created. All of these individual maps were used to build a comprehensive, though not comprehensively field verified, system-wide map.

This protocol will serve as a guide for the creation of an updated GIS sewer map. It is critical that all municipalities use standard field names and formats so the GIS data collected from each municipality/authority can be easily and cost-effectively integrated to form a complete system-wide map for the ALCOSAN service area.

The Data Dictionary defines the most common fields and field values. While the Data Dictionary does not include all possible fields or field values, the primary aspects of mapping a sewer system are covered. The primary aspects that are covered in the dictionary relate to the physical description and location of the appurtenances and may not be complete enough for an evaluation. If additional fields must be added, for example the manhole inspection reports, then those fields or values should be described in the metadata, the documentation accompanying the GIS data.

**2.01 GIS Sewer Data Dictionary:** The most recent version of the Sewer Data Dictionary which is in the process of being developed and maintained by Allegheny County.

## **PART 3: METADATA**

Metadata documentation should be compiled and maintained. Metadata documentation should explain the accuracy, source, projection and datum, update schedule, etc., for the comprehensive GIS mapping. Metadata should conform to the standards developed by

PaMagic, an organization developing statewide standards, or comparable metadata standards based on the Federal Geographic Data Committee's (FGDC) metadata standard. The entire Metadata Workbook can be found at [www.fgdc.gov/metadata](http://www.fgdc.gov/metadata).

#### **PART 4: REVIEW AND ACCEPTANCE CRITERIA**

All sewer-mapping products generated to be in compliance with this Consent Order and Agreement shall be submitted to:

Pennsylvania Department of Environmental Protection  
Southwest Regional Office  
Attn: Water Management Program  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745

Data submissions should be made on CD/DVD ROM and should be accompanied by a cover letter describing the contents of the disk. The data format should be consistent with the specifications outlined in the GIS protocols, i.e. ESRI compatible format. The data files should include projection files and metadata files.

Should the submitted data fail to meet the requirements of the GIS protocols, the data will be returned to the Municipality and the Authority with a cover letter indicating the deficiencies along with a description of the necessary corrections and/or additions.

## Appendix B- Relational Database Example

### Sewer Segments

Pipe Segment (1)	Pipe Size (in)	Cleaned (date)	TV (date)	Deficiency Noted (May use NASSCO code identification)	Deficiency Corrected (Y/N)	Hydraulic Capacity (mgd)
1-2	24	1/14/03	1/14/03	Collapsed Pipe	Y	
2-3	24	1/14/03	1/14/03			
3-4	24	1/14/03	1/14/03			
4-5	24	1/14/03	1/14/03			
5-6	24	1/14/03	1/14/03			
6-7	10	1/14/03	1/14/03			
7-8	10	1/14/03	1/14/03	Deformed Pipe	Y	
8-9	10					
9-10	10					
10-11	10					
11-12	10					
12-13	10					
13-14	8					
14-15	8					
15-16	8	1/22/03		Fractured Pipe		
16-17	8					
17-18	8					
18-19	8					
19-20	8					
20-21	8					
21-22	8					

(1) Pipe Segment must be identical to the naming convention used in the GIS Map. Some municipalities identify the pipe segment from upstream manhole to downstream manhole (1-2).

## Appendix B- Relational Database Example

### Sewer Structures

Type of Structure	Structure Identification (1)	Field Verified (Y/N)	Deficiency Noted (May use NASSCO code identification)	Deficiency Corrected (Y/N)	Notes
MH	1	Y	Missing Brick	Y	
MH	2	Y			
MH	3	Y			
MH	4	Y			
MH	5	Y			
MH	6	Y			
MH	7	N	Not located		
MH	8	Y			
MH	9				
MH	10				
Siphon	32A		Blocked Barrel	Y	
Siphon	32B		Blocked Barrel	Y	
MH	11				
MH	12				
MH	13	Y	Fractured Rim	Y	
MH	14	Y			
MH	15	Y			
MH	16	Y			
Pump Station	Jones	Y	Stand-by Pump not working	N	
MH	17	Y			
MH	18	Y			

(1) Structure Identification must be identical to the naming convention used in your GIS map

### APPENDIX C

The Municipality and the Authority shall submit the Nine Minimum Controls ("NMC") Reports required by Paragraph 13 of this Consent Order and Agreement in a manner consistent with EPA guidance, Combined Sewer Overflows, Guidance for Nine Minimum Controls, 832-B-95-003, May 1995. The actions taken and documented in the NMC Report shall include, at a minimum:

#### NMC #1 - Proper Operation and Maintenance ("O & M")

- a. Identification of staff and resources necessary to implement an adequate O & M program
- b. Schedules for preventative and corrective maintenance
- c. Response to non-routine maintenance and emergency situations
- d. Systematic training of O & M personnel
- e. Periodic review and update of O & M program

#### NMC #2 - Maximum Use of the Collection System for Storage

- a. Regular inspection of the municipal collector sewer system and removal of accumulated debris and solids
- b. Regular inspection of flap gates to prevent backflow into the system
- c. Identification and utilization of opportunities for additional storage within the system, upstream storm water detention and reduction of inflow (see, e.g., Combined Sewer Overflow Technology Fact Sheet, Inflow Reduction, 832-F-99-035, EPA, September 1999).

#### NMC #3 - Modification of the Pretreatment Program

- a. Coordination with ALCOSAN to identify potentially significant non-industrial users
- b. Maintenance of inventories of significant non-domestic facilities and assessment of the potential impacts of those non-domestic discharges on CSOs
- c. Coordination with ALCOSAN unusual flows or conditions in the municipal sewer system

## APPENDIX C

### NMC #4 - Maximizing Flow to the Treatment Plant

- a. Maximization of flows to ALCOSAN owned and/or operated sewers through regular cleaning of collector sewers, trunk sewers and catch basins as well as maintenance of municipal regulators and flap gates.
- b. Performance of hydraulic assessments and modifications of the municipal collection systems as needed to optimize the hydraulic performance of the system.
- c. Provision of backflow prevention for the CSOs owned and/or operated by the municipality.

### NMC #5 - Eliminate Chronic Dry Weather Overflows

- a. Performance of regular inspections, preventive and corrective maintenance to prevent dry weather overflows.
- b. Inspection of regulator structures owned and/or operated by the municipality to promptly identify and mitigate storm induced overflows after storm events.
- c. Assessment to identification of chronic dry overflows and development of a plan to eliminate the same.

### NMC #6 - Control of Solids and Floatable Materials

- a. Performance of catch basin cleaning and sewer flushing on scheduled basis.
- b. Performance of field investigations to verify that solids and floatables control mechanisms are in place and in proper working order.
- c. Modification of existing catch basins as necessary to trap solids and floatables.
- d. Performance of street sweeping on a regularly scheduled basis.
- e. Performance of community awareness programs to address street litter.
- f. Enforcement municipal sewer use, litter and refuse disposal measures.
- g. Placement and maintenance of trash receptacles in areas where the public congregates to minimize street litter.

## APPENDIX C

### NMC #7 - Pollution Prevention Programs

- a. Maintenance of public trash receptacles at key locations along streets, parks and business districts.
- b. Provision of support mechanisms for the collection of household hazardous wastes
- c. Provision of public education (re: source control, recycling, etc.) and stenciling of storm drains
- d. Cooperation with ALCOSAN to begin and maintain public recycling, proper disposal of wastes and proper application of fertilizer

### NMC #8 - Public Notification of Overflow Occurrences and Impacts

- a. Assistance and supplementation of ALCOSAN and ACHD efforts to educate the public, including through the River Recreation Advisory Program and the hotline.
- b. Provision of a sign, 2 feet by 4 feet in size, with red lettering on a yellow background, at each CSO owned and/or operated by the municipality. Each sign shall bear the following language: "These waters receive sewage from sewer overflows during rain events. Please avoid contact with these waters at this time. For more information please call [insert appropriate municipality contact number]."
- c. Cooperation with ALCOSAN in its efforts to post the same sign at any CSO owned and/or operated by ALCOSAN that is located within the geographic boundaries of the municipality.
- d. Maintenance of a local public notification system that informs the public of appropriate action to take in the event of CSO discharges, particularly discharges from manholes, backups into basements and other discharges with which the public may have more immediate and/or intense contact.

### NMC #9 - Monitoring to Characterize CSO Impacts

- a. Inspection (visual) of CSO discharges from outfalls listed in the NPDES permit.
- b. Characterization of the frequency, duration, and volume of discharges from CSO
- c. Summarization of CSO discharges on a monthly basis

In the event the Department requests any modification to this NMC Report, the Municipality and the Authority shall make all corrections required by the Department. The Municipality and the Authority shall implement the activities identified in this NMC Report.

## **Appendix D:**

# **ALLEGHENY COUNTY HEALTH DEPARTMENT FLOW MONITORING PROTOCOL**

### **PART 1: OVERSIGHT**

- A. The Municipality and the Authority shall employ the services of a professional engineer to oversee the completion of all flow monitoring and planning tasks.

### **PART 2: MONITORING PLAN REQUIREMENTS**

- A. The Flow Monitoring Plan shall provide data suitable for developing an LTCP/Wet-Weather Control Plan.
- B. The Flow Monitoring Plan shall include all of the items stipulated in Paragraph 14 of the Consent Order and Agreement.
- C. The Flow Monitoring Plan shall contain at a minimum the following items:
  - ☐ A GIS map showing the location of all flow monitoring sites
  - ☐ A delineation of the sewered area for each flow monitor
  - ☐ The Flow monitoring Technique to be employed
  - ☐ Manufacturer of Flow Monitors to be used at each site
  - ☐ Monitoring Crew experience conducting Flow Monitoring
  - ☐ Approaches to monitoring at or near overflows
  - ☐ A Data Quality Assurance and Control Plan
  - ☐ Methods to be used in approximating overflow volume, frequency and duration
- D. Flow monitoring shall be performed as per the approved monitoring plan and according to manufacturer's specifications for the monitoring equipment utilized.

### **PART 3: RAIN DATA**

- A. An approved Monitoring Plan shall designate a rain gage as a source of rainfall data. The Radar Calibrated Rainfall Network is an approved source of rainfall data. The Municipality and the Authority shall use either the nearest available existing rain gage or propose to install a new rain gauge at an appropriate location. Use of a multiple gage network may be necessary and appropriate. Use of data from alternate sources shall be qualified on a case-by-case basis and subject to the approval of the Department.

### **PART 4: MONITORING LOCATIONS**

- A. Monitoring sites shall be designated following field inspection to determine optimal monitoring locations, in conformance with Paragraph 14 of the Consent Order and Agreement.
- B. Field investigations shall verify that monitoring locations conform to the requirements of Paragraph 14 of the Consent Order and Agreement.
- C. Field investigations shall be conducted at selected monitoring locations to verify that hydraulic, site access, safety, and maintenance conditions are suitable for successful flow monitoring. Flow regime conditions such as surface turbulence and backwater interference from downstream pipes and structures shall be recorded. Observed site conditions shall be documented using standardized forms.
- D. If the field investigation reveals that the required site is not suitable for successful flow monitoring, an alternate site shall be selected that most closely meets the requirements stipulated in Paragraph 14 of the Consent Order and Agreement.

### **PART 5: MONITORING AT OVERFLOW STRUCTURES**

- A. Following field evaluation, the feasibility of monitoring to quantify flows from an overflow shall be documented. A site-specific monitoring plan shall then be prepared in advance of monitoring overflow points. At a minimum, the overflow monitoring plan shall contain a description of the overflow, a dimensioned sketch, the proposed monitoring approach and/or technology to be used.
- B. The overflow monitor points shall be interrogated every three days following the start of monitoring until the equipment is performing properly. Thereafter, weekly interrogation shall be performed or as is appropriate to the approach employed in accordance with the monitoring plan. The sites must also be checked after every precipitation event over one inch in depth at its designated rain gage to check for possible washout or damage to the monitoring equipment. The reliability of monitoring data shall be assessed on a weekly

basis for the month following commencement of monitoring. The monitoring results shall be evaluated quarterly thereafter and the findings of each evaluation shall be documented.

- C. Monitoring data shall permit flow estimates to be made in units of MGD.

#### **PART 6: MONITOR INSTALLATION**

- A. A field sketch of each of the selected monitoring locations will be prepared. The sketch will include a dimensioned profile section and plan view of the monitoring manhole, the adjacent upstream and downstream manholes and connecting pipes, and the equipment installation configuration. Describe any adverse hydraulic conditions. Monitoring locations will be identified on a municipal sewer GIS map.
- B. Site set-up information such as measured sensor offsets, site name, manhole number, pipe size, meter number, should be provided on hard copy along with pre-installation calibration information verifying the initial calibration and calibrators name, dates of calibration and installation, and an explanation of any variance from manufacturer-recommended procedures.
- C. Bench and field calibration of flow metering devices shall be performed as applicable for the monitor type and in accordance with the manufacturer's instructions, and defined in the Data Quality Assurance and Control Plan submitted by the Engineer. Calibration measurements and adjustments shall be documented and dates and time recorded on field sheets. If velocity profiling is performed, appropriate methods shall be employed for the pipe or channel of interest: the 0.9 times U-max or 0.2, 0.4, 0.8 methods will be employed for low flow conditions in smaller pipes; the 2-D method will be used for higher flows in larger pipes.
- D. The Municipality and the Authority shall report within 30 days if any monitoring devices are being moved or if there are any substantive changes to meter installations or adherence to the Data Quality Assurance and Control Plan. The approved monitoring plan shall be amended and submitted to the Department within 45 days of changes.

#### **PART 7: DATA RECORDING**

- A. The memory modules shall be programmed for obtaining and storing readings at 15-minute intervals at the quarter hour (i.e. 2:00, 2:15, 2:30 not 2:03, 2:18, 2:33). To match flow data with rainfall data, care shall be taken to ensure all clocks in all the meters are synchronized. Make assurances that no data is lost by checking the manufacturers manual to determine the maximum period of record before new data wraps over previous memory module data.

- B. Flows shall be calculated and recorded in million gallons per day (MGD) not CFS. Data shall be formatted to three (3) decimal places (X.XXX). Levels shall be recorded in inches, and velocity will be calculated in FPS.

#### **PART 8: METER MAINTENANCE & INTERROGATIONS**

- A. Each monitor will be interrogated every three days following the initial meter installation until the equipment is performing properly. The monitors shall be interrogated a week later and bi-weekly thereafter for the duration of the monitoring period. The sites must also be checked after every precipitation event over one inch in depth at its designated rain gage to check for possible washout or damage to the monitoring equipment.
- B. Field data information, such as depth and velocity readings or flow points, shall be measured every time a data interrogation is conducted and recorded on the site information sheets to verify the equipment is properly calibrated and providing reliable results. Interrogations shall be scheduled at differing times of day and weather conditions to obtain field data points over a wide range of flow depths.
- C. It may be necessary to take additional velocity measurements to get a representative range of field data points to ensure proper calibration.
- D. Maintenance of monitoring devices shall be performed during every interrogation. Battery charge, desiccants and vent tubes shall be checked. Sensors shall be inspected and paper, rags, oil, and/or debris shall be cleaned off the sensors in accordance with manufacturer's instructions. It may also be necessary to remove sediment and gravel when it interferes with proper operation of the monitoring devices. Ensure the sensor surfaces remain clean, in good condition and properly formed.
- E. A field log of all measurements and interrogations shall be maintained as documentation and shall be available upon request by the Department.

#### **PART 9: DATA SUBMISSION**

- A. Consistent file naming conventions will be adopted. Files will be named in accordance with the following format: SITE#MON.TXT, where:
- SITE = 4 character municipality ID (BALD, WMIF, WHIT, PITT, and BREN)
  - # = The monitor number within a municipality (e.g. BALD3, WMIF1, PITT2, etc.)
  - MON = month (APR for submission 1, MAY for submission 2, JUN for submission 3).

EXAMPLE: SITE#MON.TXT (e.g. BALD3APR.TXT, WMIF1MAY.TXT, etc.)

- B. Submit comma-delineated ASCII files of the flow monitoring data in the format below. Add header lines with monitor location and column headings consistent with the following example:

BALD1MAR.TXT - Main Interceptor along Glass Run Road  
MM, DD, YY, HH, MM, FLOW (MGD), LEVEL (IN), VEL (FT/SEC)  
2, 26, 96, 11, 45, 3.56, 14.24, 2.49  
2, 26, 96, 12, 00, 3.42, 13.92, 2.42  
2, 26, 96, 12, 15, 3.38, 13.89, 2.40  
2, 26, 96, 12, 30, 3.43, 13.94, 2.42

Excel files are also acceptable for data submission.

- C. Prepare and submit superimposed flow/level/rainfall versus time plots covering one-month intervals, beginning with the first day of the month. Monthly flow, level and rainfall (vertical axis) versus time (horizontal axis) plots will be prepared for each monthly data submission.
- D. Prepare and maintain other quality control documentation such as "scatter plots" (flow versus level or velocity versus level) covering the entire four-week reporting period. Consistent user-selected vertical axis scales shall be used as opposed to varying computer selected axis scales.
- E. Prepare and submit the field measurement information in a consistent format.
- F. Upon completion of the flow monitoring and planning tasks, prepare a summary report for Department review. Provide a summary and analysis of these aspects of the monitoring and planning effort:
- ☐ its conformance with the approved monitoring plan,
  - ☐ historic QA/QC practices,
  - ☐ intermunicipal monitoring efforts, and
  - ☐ both submittals described in above Paragraphs C and D of this Appendix D.

Assess the utility, applicability and scope of the data and the extent to which all of the above components impact fulfilling the objectives of the monitoring effort required by Paragraph 14 of this document.

## Appendix E

## Semi-Annual Progress Report

Reporting Period

Authority

Watershed

Revision Date

Facility: CSO Municipalities

From

to

Task Description	Proposed Start Date	Actual Start Date	Required Completion Date	Actual Completion Date	Required Percentage of Project Completed	Actual Percentage of Project Completed	Comments
Phase 1: System Inventory/ Operation and Maintenance							
(A) Physical survey (Year 1) Critical/SSS	June 1, 2004		May 31, 2005		33%		
Physical survey (Year 2) Critical/SSS	June 1, 2005		May 31, 2006		66%		
Physical survey (Year 3) Critical/SSS	June 1, 2006		May 31, 2007		100%		
Physical survey (Year 4) Non-Critical	June 1, 2007		May 31, 2008				
Physical survey (Year 5) Non-Critical	June 1, 2008		May 31, 2009				
Physical survey (Year 6) Non-Critical	June 1, 2009		May 31, 2010				
Physical survey (Year 7) Non-Critical	June 1, 2010		May 31, 2011				
Physical survey (Year 8) Non-Critical	June 1, 2011		May 31, 2012				
Physical survey (Year 9) Non-Critical	June 1, 2012		May 31, 2013				
Physical survey (Year 10) Non-Critical	June 1, 2013		May 31, 2014				
(B) Cleaning / CCTV (Year 1) Critical/SSS	June 1, 2004		May 31, 2005		16.7%		
Cleaning / CCTV (Year 2) Critical/SSS	June 1, 2005		May 31, 2006		33.3%		
Cleaning / CCTV (Year 3) Critical/SSS	June 1, 2006		May 31, 2007		50%		
Cleaning / CCTV (Year 4) Critical/SSS	June 1, 2007		May 31, 2008		66.7%		
Cleaning / CCTV (Year 5) Critical/SSS	June 1, 2008		May 31, 2009		83.3%		
Cleaning / CCTV (Year 6) Critical/SSS	June 1, 2009		May 31, 2010		100%		
Cleaning / CCTV (Year 7) Non-Critical	June 1, 2004		May 31, 2005				
Cleaning / CCTV (Year 8) Non-Critical	June 1, 2005		May 31, 2006				
Cleaning / CCTV (Year 9) Non-Critical	June 1, 2006		May 31, 2007				
Cleaning / CCTV (Year 10) Non-Critical	June 1, 2007		May 31, 2008				
Cleaning / CCTV (Year 11) Non-Critical	June 1, 2008		May 31, 2009				
Cleaning / CCTV (Year 12) Non-Critical	June 1, 2009		May 31, 2010				
Cleaning / CCTV (Year 13) Non-Critical	June 1, 2010		May 31, 2011				
Cleaning / CCTV (Year 14) Non-Critical	June 1, 2011		May 31, 2012				

\*Attach documentation of work completed during the reporting period.

## Appendix E

## Semi-Annual Progress Report

Authority

Reporting Period

Watershed

From

Facility: CSO Municipalities

Revision Date

Task Description	Proposed Start Date	Actual Start Date	Required Completion Date	Actual Completion Date	Required Percentage of Project Completed	Actual Percentage of Project Completed	Comments
(C) GIS Mapping (Year 1)	June 1, 2004		May 31, 2005		33%		
GIS Mapping (Year 2)	June 1, 2005		May 31, 2006		66%		
GIS Mapping (Year 3)	June 1, 2006		May 31, 2007		100%		
(D) Dye Testing (Year 1)	June 1, 2004		May 31, 2005		33%		
Dye Testing (Year 2)	June 1, 2005		May 31, 2006		66%		
Dye Testing (Year 3)	June 1, 2006		May 31, 2007		100%		
(E) Enforcement/illegal connections	June 1, 2004		November 30, 2007		95%		
(F) Ordinance development							
(i) Prohibit Storm Water	June 1, 2004		November 1, 2004		100%		
(ii) Point of Sale Ordinance	June 1, 2004		November 1, 2004		100%		
(G) Deficiency corrections (Year 1) Critical/SSS	June 1, 2005		November 30, 2006		20%		
Deficiency corrections (Year 2) Critical/SSS	December 1, 2006		November 30, 2007		40%		
Deficiency corrections (Year 3) Critical/SSS	December 1, 2007		November 30, 2008		60%		
Deficiency corrections (Year 4) Critical/SSS	December 1, 2008		November 30, 2009		80%		
Deficiency corrections (Year 5) Critical/SSS	December 1, 2009		November 30, 2010		100%		
Deficiency corrections (Year 1) Non-Critical	December 1, 2005		November 30, 2006				
Deficiency corrections (Year 2) Non-Critical	December 1, 2006		November 30, 2007				
Deficiency corrections (Year 3) Non-Critical	December 1, 2007		November 30, 2008				
Deficiency corrections (Year 4) Non-Critical	December 1, 2008		November 30, 2009				
Deficiency corrections (Year 5) Non-Critical	December 1, 2009		November 30, 2010				
Deficiency corrections (Year 6) Non-Critical	December 1, 2010		November 30, 2011				
Deficiency corrections (Year 7) Non-Critical	December 1, 2011		May 31, 2012				

\* Attach documentation of work completed during the reporting period.

## Appendix E

## Semi-Annual Progress Report

Reporting Period: \_\_\_\_\_

Authority: \_\_\_\_\_

Watershed: \_\_\_\_\_

Facility: CSO Municipalities

From: \_\_\_\_\_

to: \_\_\_\_\_

Revision: \_\_\_\_\_

Task Description	Proposed Start Date	Actual Start Date	Required Completion Date	Actual Completion Date	Required Percentage of Project Completed	Actual Percentage of Project Completed	Comments
(H) Complete system hydraulic characterization (Year 1)	June 1, 2004		May 31, 2005		25%		
Complete system hydraulic characterization (Year 2)	June 1, 2005		May 31, 2006		50%		
Complete system hydraulic characterization (Year 3)	June 1, 2006		May 31, 2007		75%		
Complete system hydraulic characterization (Year 4)	June 1, 2007		May 31, 2008		100%		
(I) Submit report of implementation of nine minimum controls			December 1, 2005				
Submit supplemental report of implementation of NMC minimum controls			December 1, 2010				
PHASE II: Planning							
Flow monitoring	June 1, 2007		May 31, 2008				

\* Attach documentation of work completed during the reporting period.

Tap allocations for this year: \_\_\_\_\_

Taps issued for this report period: \_\_\_\_\_

Based on the above information, are the Municipality and the Authority in compliance with the approved schedule? \_\_\_\_\_

If no, please include an explanation.

(Yes/No)

Municipality Official: \_\_\_\_\_

Signature / Title

Date

Authority Official: \_\_\_\_\_

Signature / Title

Date

# **APPENDIX F**

## **NPDES PERMIT**

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
WATER MANAGEMENT PROGRAM

AUTHORIZATION TO DISCHARGE UNDER THE  
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM

NPDES PERMIT NO. PA0217611

In compliance with the provisions of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (the "Act") and Pennsylvania's Clean Streams Law, as amended, 35 P.S. Section 691.1 et seq.,

City of Pittsburgh  
301 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

and

The Pittsburgh Water and Sewer Authority (PWSA)  
441 Smithfield Street  
Pittsburgh, PA 15222

is authorized to discharge combined sewage during wet weather from overflows within its combined sewer system (CSS) located in:

City of Pittsburgh  
Allegheny County

to receiving waters as identified in Part A pages 2a through 2m

in accordance with effluent limitations, monitoring requirements and other conditions set forth in Parts A, B, and C hereof.

THIS PERMIT SHALL EXPIRE AT MIDNIGHT, \_\_\_\_\_

The authority granted by this permit is subject to the following further qualifications:

1. If there is a conflict between the application, its supporting documents and/or amendments and the terms and conditions of this permit, the terms and conditions shall apply.
2. Failure to comply with the terms, conditions, or effluent limitations of this permit is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit renewal.
3. Complete application for renewal of this permit, or notification of intent to cease discharging by the expiration date, must be submitted to the Department at least 180 days prior to the expiration date (unless permission has been granted by the Department for submission at a later date), using the appropriate NPDES permit application form.

In the event that a timely and complete application for renewal has been submitted and the Department is unable, through no fault of the permittee, to reissue the permit before the expiration date, the terms and conditions of this permit, including submission of the Discharge Monitoring Reports, will be automatically continued and will remain fully effective and enforceable pending the grant or denial of the application for permit renewal.

4. This NPDES permit does not constitute authorization to construct or make modifications to the combined sewer system necessary to meet the terms and conditions of this permit.

DATE PERMIT ISSUED \_\_\_\_\_

ISSUED BY \_\_\_\_\_

Tim V. Dreier, P.E.

DATE EFFECTIVE \_\_\_\_\_

Water Management Program Manager

PART A

1. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW WHICH RECEIVE WASTE FROM:  
combined sewer overflows, CSO

- a. The permittee is authorized to discharge during the period from effective date through expiration date.
- b. The outfalls listed below serve as combined sewer overflows necessitated by storm water entering the sewer system and exceeding the hydraulic capacity of the sewers and/or the treatment plant and are permitted to discharge only for such reason. The specific effluent limitations, monitoring and reporting requirements applicable to these outfalls are detailed in subsequent paragraphs of Part A. Refer also to Part C - Other Specific Requirements for Management and Control of Combined Sewer Overflows

Outfall	Name	Receiving Stream	Latitude/Longitude
015P001	Saw Mill Run		40° 24' 52" / 80° 00' 37"
016A001	Little Saw Mill Run		40° 25' 18" / 80° 01' 50"
016A002	Little Saw Mill Run		40° 25' 23" / 80° 01' 47"
030N001	UNT of Becks Run		40° 24' 53" / 79° 57' 57"
032N001	Becks Run		40° 24' 23" / 79° 58' 47"
032P001	Becks Run		40° 24' 17" / 79° 58' 37"
034R001	Culvert to Saw Mill Run		40° 24' 30" / 80° 00' 21"
035A001	Little Saw Mill Run		40° 24' 47" / 80° 01' 53"
035E001	Little Saw Mill Run		40° 24' 37" / 80° 01' 56"
035J001	Little Saw Mill Run		40° 24' 28" / 80° 02' 00"
036R001	Little Saw Mill Run		40° 24' 21" / 80° 02' 16"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED):

Outfall	Name	Receiving Stream	Latitude/Longitude
039E001	Bells Run		40° 25' 47" / 80° 04' 00"
039J001	Bells Run		40° 25' 37" / 80° 03' 51"
039K001	Bells Run		40° 25' 36" / 80° 03' 38"
060A001	UNT Saw Mill Run		40° 25' 14" / 79° 59' 48"
068H001	Bells Run		40° 25' 48" / 80° 04' 10"
068H002	Bells Run		40° 25' 47" / 80° 04' 00"
088M001	Nine Mile Run		40° 25' 01" / 79° 55' 00"
088S001	Nine Mile Run		40° 24' 56" / 79° 55' 01"
089D001	Monongahela River		40° 24' 41" / 79° 55' 12"
095E001	UNT Saw Mill Run		40° 23' 24" / 79° 59' 59"
095J001	Saw Mill Run		40° 23' 15" / 79° 59' 50"
096N001	Baldwin Borough Sewer		40° 23' 07" / 80° 01' 01"
097L001	Mt. Lebanon Township Sewer		40° 23' 19" / 80° 01' 24"
121H001	Allegheny River		40° 29' 18" / 79° 55' 09"
128P001	Nine Mile Run		40° 25' 27" / 79° 54' 31"
128R001	Nine Mile Run		40° 25' 28" / 79° 54' 28"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED):

Outfall	Name	Receiving Stream	Latitude/Longitude
128R002	Nine Mile Run	Nine Mile Run	40° 25' 33" / 79° 54' 20"
129B001	Nine Mile Run	Nine Mile Run	40° 25' 21" / 79° 54' 37"
134A001	Irwins Run	Irwins Run	40° 22' 59" / 79° 55' 57"
138K001	Weymans Run	Weymans Run	40° 22' 37" / 79° 59' 46"
139B001	UNT Saw Mill Run	UNT Saw Mill Run	40° 22' 57" / 80° 00' 44"
139B002	UNT Saw Mill Run	UNT Saw Mill Run	40° 22' 57" / 80° 00' 42"
139B003	UNT Saw Mill Run	UNT Saw Mill Run	40° 22' 57" / 80° 00' 41"
139F001	UNT Saw Mill Run	UNT Saw Mill Run	40° 22' 55" / 80° 00' 36"
163G001	Ross Township Sewer	Ross Township Sewer	40° 29' 54" / 80° 00' 22"
175L001	Wilkinsburg Borough Sewer	Wilkinsburg Borough Sewer	40° 25' 41" / 79° 53' 20"
177K001	Nine Mile Run	Nine Mile Run	40° 25' 39" / 79° 53' 35"
184E001	Streets Run	Streets Run	40° 22' 19" / 79° 54' 58"
185H001	UNT of Streets Run	UNT of Streets Run	40° 22' 21" / 79° 55' 04"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED)

The following outfalls are in the PWSA system or to which the PWSA system is satellite.

Outfall	Name	Receiving Stream	Latitude/Longitude
001FM01		Monongahela River	40° 26' 19" / 80° 00' 28"
001LM02		Monongahela River	40° 26' 16" / 80° 00' 22"
001MM03		Monongahela River	40° 26' 12" / 80° 00' 11"
001MM03A		Monongahela River	40° 26' 09" / 80° 00' 03"
001SM04		Monongahela River	40° 26' 07" / 79° 59' 58"
002NM05		Monongahela River	40° 26' 03" / 79° 59' 58"
003AM06		Monongahela River	40° 25' 52" / 80° 00' 00"
003BM07		Monongahela River	40° 25' 51" / 79° 59' 44"
003BM08		Monongahela River	40° 25' 51" / 79° 59' 38"
003CM10		Monongahela River	40° 25' 52" / 79° 59' 29"
003CM11		Monongahela River	40° 25' 52" / 79° 59' 20"
003CM11A		Monongahela River	40° 25' 54" / 79° 59' 17"
003DM12		Monongahela River	40° 25' 54" / 79° 59' 08"
003DM13		Monongahela River	40° 25' 55" / 79° 59' 01"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED):

Outfall	Name	Receiving Stream	Latitude/Longitude
007A037	Ohio River		40° 27' 08" / 80° 01' 58"
007A038	Ohio River		40° 27' 04" / 80° 01' 54"
007E039	Ohio River		40° 26' 58" / 80° 01' 47"
007K040	Ohio River		40° 26' 52" / 80° 01' 35"
007K041	Ohio River		40° 26' 53" / 80° 01' 31"
007M043	Ohio River		40° 26' 48" / 80° 01' 27"
007P014	Ohio River		40° 26' 38" / 80° 01' 38"
007P014A	Ohio River		40° 26' 38" / 80° 01' 39"
007P014B	Ohio River		40° 26' 39" / 80° 01' 42"
008LA47	Allegheny River		40° 26' 44" / 80° 00' 26"
008LA48	Allegheny River		40° 26' 45" / 80° 00' 20"
008MA49	Allegheny River		40° 26' 47" / 80° 00' 13"
008MA50	Allegheny River		40° 26' 49" / 80° 00' 08"
008MA51	Allegheny River		40° 26' 50" / 80° 00' 02"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED):

Outfall	Name	Receiving Stream	Latitude/Longitude
008PA01	Allegheny River	Allegheny River	40° 26' 34" / 80° 00' 29"
008RA02	Allegheny River	Allegheny River	40° 26' 36" / 80° 00' 25"
008RA03	Allegheny River	Allegheny River	40° 26' 36" / 80° 00' 21"
008RA04	Allegheny River	Allegheny River	40° 26' 37" / 80° 00' 18"
008RA04A	Allegheny River	Allegheny River	40° 26' 38" / 80° 00' 18"
008RA05	Allegheny River	Allegheny River	40° 26' 38" / 80° 00' 14"
008RA06	Allegheny River	Allegheny River	40° 26' 38" / 80° 00' 12"
008SA07	Allegheny River	Allegheny River	40° 26' 40" / 80° 00' 07"
008SA08	Allegheny River	Allegheny River	40° 26' 40" / 80° 00' 06"
008SA09	Allegheny River	Allegheny River	40° 26' 41" / 80° 00' 04"
008SA10	Allegheny River	Allegheny River	40° 26' 42" / 80° 00' 01"
009BA59	Allegheny River	Allegheny River	40° 27' 03" / 79° 59' 37"
009BA59A	Allegheny River	Allegheny River	40° 27' 08" / 79° 59' 30"
009CA16	Allegheny River	Allegheny River	40° 27' 05" / 79° 59' 18"
009EA56	Allegheny River	Allegheny River	40° 26' 55" / 79° 59' 52"
009EA58	Allegheny River	Allegheny River	40° 26' 58" / 79° 59' 43"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

## PART A

Page 2g of 16  
Permit PA0217611

## 1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED)

Outfall	Name	Receiving Stream	Latitude/Longitude
009FA14A		Allegheny River	40° 26' 54" / 79° 59' 35"
009FA15		Allegheny River	40° 26' 56" / 79° 59' 31"
009JA11		Allegheny River	40° 26' 43" / 79° 59' 57"
009JA12		Allegheny River	40° 26' 44" / 79° 59' 54"
009JA13		Allegheny River	40° 26' 46" / 79° 59' 48"
009JA13A		Allegheny River	40° 26' 50" / 79° 59' 43"
009KA14		Allegheny River	40° 26' 51" / 79° 59' 40"
011RM19		Monongahela River	40° 26' 03" / 79° 58' 23"
011SM19B		Monongahela River	40° 26' 00" / 79° 58' 07"
012AM14		Monongahela River	40° 25' 55" / 79° 58' 55"
012AM14A		Monongahela River	40° 25' 56" / 79° 58' 50"
012AM15		Monongahela River	40° 25' 56" / 79° 58' 44"
012BM16		Monongahela River	40° 25' 56" / 79° 58' 38"
012BM17		Monongahela River	40° 25' 56" / 79° 58' 34"
012CM18		Monongahela River	40° 25' 55" / 79° 58' 28"
012CM20		Monongahela River	40° 25' 53" / 79° 58' 22"
012DM21		Monongahela River	40° 25' 51" / 79° 58' 14"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED):

Outfall	Name	Receiving Stream	Latitude/Longitude
012DM22	Monongahela River		40° 25' 49" / 79° 58' 07"
012HM23	Monongahela River		40° 25' 48" / 79° 58' 02"
021AO10	Ohio River		40° 27' 37" / 80° 02' 53"
021DO30	Ohio River		40° 27' 40" / 80° 02' 09"
021HO31	Ohio River		40° 27' 33" / 80° 02' 06"
021HO32	Ohio River		40° 27' 30" / 80° 02' 05"
021KO11	Ohio River		40° 27' 22" / 80° 02' 34"
021MO33	Ohio River		40° 27' 26" / 80° 02' 04"
021MO34	Ohio River		40° 27' 22" / 80° 02' 04"
021RO13	Ohio River		40° 27' 14" / 80° 02' 24"
021SO35	Ohio River		40° 27' 15" / 80° 02' 03"
021SO36	Ohio River		40° 27' 12" / 80° 02' 01"
024LA61	Allegheny River		40° 27' 21" / 79° 59' 01"
024MA18	Allegheny River		40° 27' 18" / 79° 58' 59"
024RA60	Allegheny River		40° 27' 13" / 79° 59' 24"
024SA17	Allegheny River		40° 27' 10" / 79° 59' 11"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED)

Outfall	Name	Receiving Stream	Latitude/Longitude
024SA17A	Allegheny River	Allegheny River	40° 27' 16" / 79° 59' 04"
024SA17B	Allegheny River	Allegheny River	40° 27' 18" / 79° 59' 01"
025AA62	Allegheny River	Allegheny River	40° 27' 36" / 79° 58' 56"
025BA19B	Allegheny River	Allegheny River	40° 27' 37" / 79° 58' 34"
025BA20	Allegheny River	Allegheny River	40° 27' 39" / 79° 58' 33"
025EA19	Allegheny River	Allegheny River	40° 27' 27" / 79° 58' 46"
025FA19A	Allegheny River	Allegheny River	40° 27' 33" / 79° 58' 39"
025JA18A	Allegheny River	Allegheny River	40° 27' 22" / 79° 58' 55"
025JA18B	Allegheny River	Allegheny River	40° 27' 25" / 79° 58' 50"
029FM19A	Monongahela River	Monongahela River	40° 25' 49" / 79° 57' 41"
029KM26	Monongahela River	Monongahela River	40° 25' 36" / 79° 57' 41"
029PM27	Monongahela River	Monongahela River	40° 25' 26" / 79° 57' 30"
029RM29	Monongahela River	Monongahela River	40° 25' 28" / 79° 57' 11"
030MM31	Monongahela River	Monongahela River	40° 25' 08" / 79° 56' 56"
030MM31A	Monongahela River	Monongahela River	40° 25' 08" / 79° 56' 56"
031DM32	Monongahela River	Monongahela River	40° 24' 47" / 79° 57' 06"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

## PART A

Page 21 of 16  
Permit PA0217611

## 1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED):

Outfall	Name	Receiving Stream	Latitude/Longitude
031GM34	Monongahela River	Monongahela River	40° 24' 40" / 79° 57' 17"
031HM33	Monongahela River	Monongahela River	40° 24' 40" / 79° 57' 05"
031HM35	Monongahela River	Monongahela River	40° 24' 34" / 79° 57' 04"
031MM36	Monongahela River	Monongahela River	40° 24' 25" / 79° 57' 02"
042DO09	Ohio River	Ohio River	40° 27' 42" / 80° 03' 00"
043PC07	Chartiers Creek	Chartiers Creek	40° 27' 42" / 80° 03' 39"
043RC03	Chartiers Creek	Chartiers Creek	40° 27' 42" / 80° 03' 14"
043RC05	Chartiers Creek	Chartiers Creek	40° 27' 43" / 80° 03' 22"
043SC02	Chartiers Creek	Chartiers Creek	40° 27' 52" / 80° 03' 12"
043SO08	Ohio River	Ohio River	40° 27' 46" / 80° 03' 05"
044BO27	Ohio River	Ohio River	40° 28' 19" / 80° 02' 36"
044RO29	Ohio River	Ohio River	40° 28' 47" / 80° 02' 14"
048DA26	Allegheny River	Allegheny River	40° 28' 08" / 79° 58' 02"
048DA27	Allegheny River	Allegheny River	40° 28' 17" / 79° 57' 58"
048FA65	Allegheny River	Allegheny River	40° 28' 03" / 79° 58' 37"
048FA66	Allegheny River	Allegheny River	40° 28' 09" / 79° 58' 24"
048GA25	Allegheny River	Allegheny River	40° 28' 00" / 79° 58' 10"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

1b. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED)

Outfall	Name	Receiving Stream	Latitude/Longitude
048LA23	Allegheny River	Allegheny River	40° 27' 50" / 79° 58' 19"
048NA63	Allegheny River	Allegheny River	40° 27' 48" / 79° 58' 48"
048NA64	Allegheny River	Allegheny River	40° 27' 52" / 79° 58' 45"
048PA21	Allegheny River	Allegheny River	40° 27' 43" / 79° 58' 28"
048RA22	Allegheny River	Allegheny River	40° 27' 47" / 79° 58' 23"
057AM37	Monongahela River	Monongahela River	40° 24' 15" / 79° 56' 57"
057KM38	Monongahela River	Monongahela River	40° 23' 56" / 79° 56' 36"
057KM39	Monongahela River	Monongahela River	40° 23' 54" / 79° 56' 30"
057MM40	Monongahela River	Monongahela River	40° 23' 55" / 79° 56' 11"
061DS23	Saw Mill Run	Saw Mill Run	40° 25' 08" / 79° 59' 56"
061DS24	Saw Mill Run	Saw Mill Run	40° 24' 30" / 80° 00' 07"
067FC26A	Chartiers Creek	Chartiers Creek	40° 25' 14" / 80° 04' 30"
067FC27	Chartiers Creek	Chartiers Creek	40° 25' 07" / 80° 04' 31"
067KC28	Chartiers Creek	Chartiers Creek	40° 25' 04" / 80° 04' 32"
067KC29	Chartiers Creek	Chartiers Creek	40° 25' 01" / 80° 04' 35"
069EC19	Chartiers Creek	Chartiers Creek	40° 26' 24" / 80° 04' 53"
071CC11	Chartiers Creek	Chartiers Creek	40° 27' 37" / 80° 04' 13"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

15. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED):

Outfall	Name	Receiving Stream	Latitude/Longitude
071CC12	Chartiers Creek	Chartiers Creek	40° 27' 40" / 80° 04' 23"
072RC13A	Chartiers Creek	Chartiers Creek	40° 27' 47" / 80° 04' 29"
075A026	Ohio River	Ohio River	40° 28' 46" / 80° 02' 49"
075A026A	Ohio River	Ohio River	40° 28' 28" / 80° 02' 00"
080BA30	Allegheny River	Allegheny River	40° 28' 50" / 79° 57' 34"
080EA29	Allegheny River	Allegheny River	40° 28' 42" / 79° 57' 42"
080BA29A	Allegheny River	Allegheny River	40° 28' 47" / 79° 57' 35"
080NA28	Allegheny River	Allegheny River	40° 28' 24" / 79° 57' 53"
104HC24	Chartiers Creek	Chartiers Creek	40° 25' 15" / 80° 04' 58"
104HC25	Chartiers Creek	Chartiers Creek	40° 25' 14" / 80° 04' 57"
107GC14	Chartiers Creek	Chartiers Creek	40° 26' 57" / 80° 05' 21"
107SC15	Chartiers Creek	Chartiers Creek	40° 26' 40" / 80° 05' 09"
108HC13A	Chartiers Creek	Chartiers Creek	40° 27' 34" / 80° 05' 19"
119MA33	Allegheny River	Allegheny River	40° 29' 05" / 79° 57' 14"
119MA34	Allegheny River	Allegheny River	40° 29' 07" / 79° 57' 09"
119RA31	Allegheny River	Allegheny River	40° 28' 57" / 79° 57' 27"
119RA32	Allegheny River	Allegheny River	40° 29' 01" / 79° 57' 21"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

PART A

16. EFFLUENT LIMITATIONS AND MONITORING REQUIREMENTS FOR THE OUTFALLS LISTED BELOW (CONTINUED)

Outfall	Name	Receiving Stream	Latitude/Longitude
120CA36	Allegheny River	Allegheny River	40° 29' 22" / 79° 56' 17"
120DA37	Allegheny River	Allegheny River	40° 29' 24" / 79° 56' 09"
120DA37A	Allegheny River	Allegheny River	40° 27' 56" / 79° 55' 58"
120EA35	Allegheny River	Allegheny River	40° 29' 12" / 79° 56' 54"
121AA38	Allegheny River	Allegheny River	40° 29' 24" / 79° 55' 50"
121CA40	Allegheny River	Allegheny River	40° 29' 20" / 79° 55' 24"
121HA41	Allegheny River	Allegheny River	40° 29' 16" / 79° 55' 08"
122EA42	Allegheny River	Allegheny River	40° 28' 56" / 79° 54' 31"
129NM47	Nine Mile Run	Nine Mile Run	40° 24' 57" / 79° 54' 57"
009E001	Allegheny River	Allegheny River	40° 26' 58" / 79° 59' 44"

Monitoring in compliance with the requirements specified above shall be performed at the discharge pipe of each combined sewer overflow.

## PART A

## 2. EFFLUENT LIMITATIONS

This permit establishes effluent limitations in the form of nine minimum technology-based controls (NMCs), and a schedule of milestones for submission of a long term CSO control plan (LTCP) specified by the EPA National CSO Policy and approved State CSO strategies. The NMCs influence the rate, quality and quantity of pollutants discharged from combined sewer overflow(s) into surface waters of the Commonwealth. Part C of this permit specifies the wet weather CSO permitting requirements that must be met by the permittee. Detailed guidance documents related to the NMCs and the LTCP may be obtained from the Environmental Protection Agency (EPA).

In addition, all discharges from combined sewer overflows must comply with any applicable effluent limitations established in 25 Pa. Code Chapters 91-96, 102, and 105 of the Department's Rules and Regulations. For all combined sewer overflows covered under this permit, the Department may, upon written notice, require additional best management practices (BMPs) or other control measures, including compliance with a numeric water-quality based effluent limitation to ensure that the water quality standards of the receiving water are attained.

## 3. TOXICITY TESTING

The Department may require the permittee to conduct acute whole effluent toxicity testing (WETT) on one or more overflows in accordance with the Department's WETT protocols. The Department will provide such protocols with any notice to conduct the testing.

## 4. MONITORING AND RECORD KEEPING

## a. Monitoring

In compliance with the reporting requirements of the "Annual CSO Status Report" set forth in Part C(1)(c)(2)(i), flow monitoring shall be conducted as necessary to quantify wet weather related overflow occurrences (frequencies, volumes, and durations) at each permitted combined sewer outfall set forth in Part A. These occurrences must be quantified either by direct measurement (collected flow monitor data) or as predicted by collection system models in simulating the collection system hydraulic response to rainfall events recorded within the service area during the reporting year. In situations where flow monitoring has been previously conducted to quantify overflow occurrences at a specific combined sewer outfall but hydraulic models are under development but not yet available to facilitate reporting requirements, the permittee, during this interim condition, shall provide an assessment of the likely overflow frequency, volume and duration for the outfall based upon the prior rainfall and overflow data. In any case, however, monitoring may or may not be required where prior experience or previous data collection efforts indicate that wet weather overflows do not occur. The basis for this determination will be documented in the "Annual CSO Status Report."

## PART A

Also, all directly measured overflow data shall be summarized on the attached special CSO Discharge Monitoring Report ("DMR") and shall be recorded in the format specified in Part A(4)(b). The DMR shall be kept on file at the permittee's business office in accordance with Part A(4)(c)(i) below for inspection by the Department or other interested persons, and shall be submitted to the Department with the "Annual CSO Status Report" required under Part C(1)(c)(2)(i), or earlier upon request.

In addition, a regular program of inspection and maintenance shall be undertaken at flow regulating structures to minimize debris and other obstructions that may contribute to overflow occurrences. At a minimum, inspections shall occur once per week. Any dry-weather overflow occurrences shall be reported in compliance with Part C, Condition 1C(2)(ii)(c). However, whenever a rainfall event of 0.25 inches per hour in intensity (measured instantaneously) has occurred, all flow regulating structures shall be inspected within two working days following the day of this measurement. These wet weather-related inspections shall also fulfill the dry-weather inspection requirement for that week.

### b. Recording of Results

For each measurement or inspection conducted pursuant to the requirements of this permit, the permittee shall record the following information:

- (1) The exact place, date, and time of measurements and/or inspections.
- (2) The person(s) who performed the measurements and/or inspections.
- (3) The analytical techniques or methods used.
- (4) The summary of results of the analysis/inspection.
- (5) The date(s) analyses/inspections were performed.
- (6) The individual who performed the analysis/inspection.

### c. Records Retention

- (i) All records of monitoring activities and results (including, where applicable, all original strip chart recordings for continuous monitoring instrumentation and calibration and maintenance records), copies of all reports required by this permit, any authorizations received from the Department and records of all data used to complete the application for this permit, DMRs and Annual CSO Status Report shall be retained by the permittee until completion of the Long Term Control Plan.

## PART A

- (ii) In addition to the requirements in Part A(4)(c)(i) above, permittees are required to retain analysis results for any samples collected. Permittees must submit such monitoring results to the Department upon request. A summary of such results shall also be included as part of the Annual CSO Status Report required under Part C(2) and every five years with the permit renewal application.

### 5. REPORTING

#### a. Reporting of Monitoring Results

Monitoring results shall be reported on a Discharge Monitoring Report (DMR) Form. A signed copy of the DMR Form and all other reports required herein shall be kept on file at the permittee's business office and shall be submitted with the Annual CSO Status Report to each of the following:

Department of Environmental Protection  
Water Management  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745

Allegheny County Health Department  
Frank B. Clark Health Center Bldg. 5  
Water Pollution Control Program  
40<sup>th</sup> Street and Penn Avenue  
Pittsburgh, PA 15224

Ohio River Valley Sanitation Commission  
5735 Kellogg Avenue  
Cincinnati, OH 45228-1112

#### b. Non-Compliance Reporting

- (1) Required Reporting - The permittee shall report incident(s) that may cause, contribute, pose and/or have potential to cause a substantial present or future hazard to human health, adverse impact(s) to the environment and/or non-compliance to the Department in accordance with the following:
- (a) 24-Hour Oral Reporting - The permittee shall give at least a 24 hour advanced notice to the Department and the ACHD of any planned changes to the permitted activity or facility that may result in present or future hazard to human health and/or damage(s) to the environment. The permittee shall also report non-compliance with any term or condition of this permit, and any statute, rule, or regulation, to the Department within 24 hours of becoming aware of the non-compliance.

PART A

- (b) Follow-up Written Reporting - Where the permittee orally reports the information in Part A(5)(b)(1) within the 24-hour time period, a written submission outlining the reported information must be completed, kept on file, summarized annually and submitted to the Department and the ACHD with the Annual CSO Status Report.
- (c) Non-compliance reporting pursuant to Part A(5)(b) shall not excuse a person from immediate notification to the Department of incidents causing or threatening pollution pursuant to 25 Pa. Code §91.33(a) of the Department's Rules and Regulations.

(2) Required Information - The reports and notifications required in Part A(5)(b)(1) above shall contain the following information:

- (a) A description of the discharge and cause of hazard to human health and/or damage to the environment, including exact dates and times and/or the anticipated time when the discharge will be ceased;
- (b) The period of non-compliance, including exact dates and times and/or the anticipated time when the discharge will return to compliance; and
- (c) Steps being taken to reduce, eliminate, and prevent recurrence of incidence causing hazard to human health, adverse impact to the environment and/or the non-complying discharge.

c. Test Procedures

Any monitoring must be conducted according to test procedures approved under 40 C.F.R. Part 136, unless other test procedures have been specified in this permit or have been approved by the Department in writing.

d. Signatory Requirements

All permit applications, reports, certifications or information either submitted to the Department or that this permit requires be maintained by the permittee, shall be signed.

- (1) All permit applications shall be signed as follows: For a municipality, State, Federal, or other public agency: by either a principal executive officer or ranking elected official. For purposes of this part, a principal executive officer of a Federal agency includes (1) the chief executive officer of the agency, or (2) a senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency (e.g., Regional Administrators of EPA).

## PART A

- (2) All reports required by the permit and other information requested by the Department shall be signed by a person described above or by a duly authorized representative of that person.

A person is a duly authorized representative only if:

- (a) The authorization is made in writing by a person described above and submitted to the Department with the reports.
- (b) The authorization specifies either an individual or a position having responsibility for the overall operation of the regulated facility or activity, such as the position of manager, operator, superintendent, or position of equivalent responsibility or an individual or position having overall responsibility for environmental matters for the company. (A duly authorized representative may thus be either a named individual or any individual occupying a named position).

- (3) Changes in Signatory Authorization

If an authorization is no longer accurate because a different individual or position has responsibility for the overall operation of the facility, a new authorization satisfying the requirements of Part A(5)(d) must be submitted to the Department prior to or together with any reports, information, or applications to be signed by an authorized representative.

## 6. RESPONSIBILITIES

### a. Duty to Comply

The permittee must comply with all terms and conditions of the permit. Any permit non-compliance constitutes a violation of the Pennsylvania Clean Streams Law and the federal Clean Water Act (CWA) and constitutes grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or for denial of a permit or permit renewal.

### b. Penalties for Violations of Permit Conditions

The permittee may be subject to criminal and/or civil penalties for violations of the terms and conditions of this General Permit under Section 602 and 605 of the Clean Streams Law, 35 P.S. Sections 691.602 and 691.605, and under the Clean Water Act as specified in 40 CFR Sections 122.41(a)(2) and (3), which are incorporated by reference.

PART A

c. Need to Halt or Reduce Activity Not a Defense

The permittee may not use as a defense in an enforcement action that it would have been necessary to halt or reduce the permitted activity to maintain compliance with the conditions of this permit.

d. Penalties and Liability

Nothing in this permit shall be construed to relieve the permittee from civil or criminal penalties for noncompliance pursuant to Section 309 of the Clean Water Act (33 U.S.C. § 1319) or Sections 602 or 605 of the Clean Streams Law (35 P.S. §§ 691.602 or 691.605).

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties to which the permittee is or may be subject under Section 311 of the CWA (33 U.S.C. § 1321) or Section 106 of CERCLA.

e. Other Laws

Nothing in this permit shall be construed to preclude the institution of any legal action or relieve the permittee from any responsibilities, liabilities, or penalties established pursuant to any applicable State law or regulation under authority preserved by Section 510 of the Clean Water Act.

f. Penalties for Falsification of Reports

Section 309(c)(4) of the Clean Water Act provides that any person who knowingly makes any false material statement, representation, or certification in any record or other document submitted or required to be maintained under this permit, including reports of compliance or non-compliance shall, upon conviction, be punished by a fine of not more than \$10,000; or by imprisonment for not more than 2 years, or both. In addition, criminal sanctions are set forth for false swearing and unsworn falsification at 18 Pa. C.S. §§4903-4904.

g. Penalties for Falsification of Monitoring Systems

The Clean Water Act provides that any person who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required to be maintained under this permit shall, upon conviction, be punished by fines and imprisonment described in Section 309 of the Clean Water Act. In addition, criminal sanctions are set forth for false swearing and unsworn falsification at 18 Pa. C.S. §§4903-4904.

PART A

h. Monitoring and Records

Any samples and measurements taken for the purpose of monitoring shall be representative of the monitored activity.

i. Duty to Reapply

If the permittee wishes to continue an activity regulated by this permit after the expiration date of this permit, the permittee shall submit a timely and administratively complete request for renewal of coverage at least 180 days prior to the expiration date specified in this permit, unless permission is granted by the Department to submit at a later date.

7. DEFINITIONS

"Best Management Practices (BMPs)"

Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce pollution to the waters of the Commonwealth. BMPs include Preparedness, Prevention and Contingency (PPC) Plans, Erosion and Sedimentation Control Plans, Storm Water Management Act Plans, and other treatment requirements, operating procedures, and practices to control sewer overflows, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

"Bypass"

The intentional diversion of waste streams from any portion of a treatment facility as defined in 40 CFR 122.41(m).

"Combined Sewer Overflow (CSO)"

Any intermittent overflow or other untreated discharge from a Municipal Combined Sewer System (including domestic, industrial and commercial wastewater and storm water) prior to reaching the headworks of the sewage treatment facility which results from a flow in excess of the dry weather carrying capacity of the system.

"Combined Sewer System (CSS)"

A sewer system or part thereof which was designed, built and operated to carry both sanitary sewage and storm water.

## PART A

### "Department"

The Department of Environmental Protection (DEP) of the Commonwealth.

### "Dry Weather Flows"

Flows in a combined sewer system that result solely from domestic sewage, normal ground water infiltration and industrial wastewaters.

### "Federal Act"

The Federal Water Pollution Control Act, Act of June 30, 1948 (Ch. 758, 62 Stat. 1155)

### "Grab Sample"

A single "dip and take" sample collected at a representative point in the discharge stream.

### "Infiltration"

Water other than wastewater that enters a wastewater system and building sewers from the ground through such means as defective pipes, pipe joints, connections, or manholes. (Infiltration does not include inflow.)

### "Infiltration/Inflow (I/I)"

The total quantity of water from both infiltration and inflow.

### "Inflow"

Water that enters a wastewater system and building sewer from sources such as roof leaders, cellar drains, yard drains, area drains, foundation drains, drains from springs and swampy areas, manhole covers, cross connection between storm drains and sanitary sewers, catch basins, cooling towers, storm waters, surface runoff, street wash waters, or drainage. (Inflow does not include infiltration.)

### "Municipality"

Any county, city, borough, town, township, school district, institution or any authority created by one or more of the foregoing.

### "Outfall"

The point where wastewater or drainage discharges from a sewer pipe, ditch, or other conveyance to a receiving body of water.

## PART A

### "Person"

Any individual, public or private corporation, partnership, association, municipality or political subdivision of this Commonwealth, institution, authority, firm, trust, estate, receiver, guardian, personal representative, successor, joint venture, joint stock company, fiduciary, Department, agency or instrumentality of State, Federal or local government, or an agent or employee thereof, or any other legal entity.

### "Point Source"

Any discernible, confined, and discrete conveyance, including, but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, or vessel or other floating craft, from which pollutants are or may be discharged.

### "Publicly Owned Treatment Works (POTWs)"

Any device or system used in the treatment (including recycling and reclamation) of municipal sewage or industrial wastes of a liquid nature which is owned by a "State" or "Municipality" or "Authority".

### "Rainfall Duration"

The length of time of a rainfall event.

### "Rainfall Intensity"

The amount of rainfall occurring in a unit of time, usually expressed in inches per hour.

### "Satellite Combined Sewer System"

A CSS that is not also the owner/operators of the POTW into which the CSS directly flows.

### "Storm Water"

Runoff from precipitation, snow melt runoff, and surface runoff and drainage.

### "Surface Waters of the Commonwealth"

Perennial and intermittent streams, rivers, lakes, reservoirs, ponds, wetlands, springs, natural seeps and estuaries, excluding water at facilities approved for wastewater treatment such as wastewater treatment impoundments, cooling water ponds and constructed wetlands used as part of a wastewater treatment process.

"Waste Treatment Plant"

Publicly Owned Treatment Works (POTWs) or any other sewage sludge or waste water treatment devices or systems, regardless of ownership, used in the storage, treatment, recycling, and reclamation of municipal or domestic sewage, including land dedicated for the disposal of sewage sludge. This definition does not include septic tanks or similar on-lot sewage treatment devices.

"Wet Weather Flow"

Any flow resulting from precipitation (rain, snow, etc.) which may introduce additional flow and/or contaminants into combined sewerage or sanitary sewerage systems.

PART B

STANDARD CONDITIONS

I. MANAGEMENT REQUIREMENTS

a. Permit Modification, Termination, or Revocation and Reissuance

- (1) This permit may be modified, suspended, revoked, reissued or terminated in whole or in part during its term as specified in 25 Pa. Code Chapter 92.51(2).
- (2) The filing of a request by the permittee for a permit or coverage modification, revocation and reissuance, or termination, or a notification of planned changes or anticipated non-compliance, does not stay any permit condition.
- (3) Toxic Pollutants:

Notwithstanding the above, if a toxic effluent standard or prohibition, (including any schedule of compliance specified in such effluent standard or prohibition, is established under Section 307(a) of the Act (33 U.S.C. § 1317(a)) for a toxic pollutant that is present in the discharge, and such standard or prohibition is more stringent than any limitation for such pollutant in this permit, then this permit shall be modified or revoked and reissued by the Department to conform with the toxic effluent standard or prohibition and the permittee will be so notified.

In the absence of a Departmental action to modify or to revoke and reissue this permit, any toxic effluent standard or prohibition established under Section 307(a) of the Act (33 U.S.C. § 1317(a)) is considered to be effective and enforceable against the permittee.

- (4) Permit modification or revocation will be conducted according to 25 Pa. Code Chapter 92 of the Department's Rules and Regulations.

b. Duty to Provide Information

- (1) The permittee shall furnish to the Department, within a reasonable time, any information that the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or coverage approved under this permit, or to determine compliance with this permit.

## PART B

- (2) The permittee shall furnish to the Department, upon request, copies of records required to be kept by this permit.
- (3) Where the permittee becomes aware that it failed to submit any relevant facts in a permit application, or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information to the Department.
- (4) The permittee shall give advance notice to the Department of any planned physical alterations or additions to the permitted facility which could in any way affect the quantity and/or quality of the combined sewer overflow(s) from the facility.

### c. Facilities Operation

The permittee shall at all times maintain in good working order and properly operate all facilities and systems (and related appurtenances) which are installed or used by the permittee to achieve compliance with the terms and conditions of this permit. Proper operation and maintenance includes effective performance based on designed facility removals, adequate funding, effective management, adequate operator staffing and training, and adequate laboratory and processing controls including appropriate quality assurance procedures. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with this permit.

### d. Adverse Impact

The permittee shall take all reasonable steps to minimize or prevent any adverse impact on the environment or human health resulting from non-compliance with this permit.

### e. Removed Substances

Solids, sludges, filter backwash, or other pollutants removed in the course of treatment or control of wastewater shall be disposed in accordance with the Solid Waste Management Act (35 P.S. §§ 6018.101 - 6018.1003), 25 Pa. Code Chapters 271, 273, 275, 283, 285 and 287-291, and in a manner such as to prevent any pollutant from such materials from adversely affecting the environment.

PART B

2. RESPONSIBILITIES

a. Right of Entry

- (1) Pursuant to Sections 5(b) and 305 of Pennsylvania's Clean Streams Law and 25 Pa. Code, Chapter 92, the permittee shall allow the head of the Department, the EPA Regional Administrator, and/or their authorized representatives, upon the presentation of credentials and other documents as may be required by law:
  - (a) To enter upon the permittee's premises where an effluent source is located or where records must be kept under the terms and conditions of this permit;
  - (b) At reasonable times, to have access to and copy any records required to be kept under the terms and conditions of this permit;
  - (c) To inspect at reasonable times any facilities, equipment (including monitoring and control equipment) practices or operations regulated or required by this permit;
  - (d) To sample or monitor at reasonable times any substances or parameters at any location.
- (2) The Department reserves the right to enter onto or into the facility to conduct, or to require additional monitoring controls and/or treatment where necessary in appropriate circumstances, such as where a danger of water pollution is suspected to be occurring from the CSO, or is present from the CSO.

b. Transfer of Ownership or Control

- (1) No approval to discharge under this permit may be transferred unless the transfer is approved by the Department
- (2) In the event of any pending change in control or ownership of facilities from which the authorized discharges emanate, the permittee shall notify the Department by letter of such pending change at least 30 days prior to the change in ownership or control.

PART B

- (3) The letter shall be accompanied by the "Application for the Transfer of a Water Quality Management Permit, Part I (NPDES) and Part II", along with a written agreement between the existing permittee and the new owner or controller stating that the existing permittee shall be liable for violations of the permit up to and until the date of coverage transfer and that the new owner or controller shall be liable for permit violations from that date on.
- (4) After receipt of the documentation described above, the Department shall notify the existing permittee and the new owner or controller of its decision concerning approval of the transfer.

c. Confidentiality of Reports

Except for data determined to be confidential under § 607 of the Clean Stream Law, or 25 Pa. Code, Chapter 92, all reports prepared in accordance with the terms of this permit shall be available for public inspection at the offices of the Department and the EPA Regional Administrator. Effluent data shall not be considered confidential.

d. Property Rights

The issuance of this permit does not convey any property rights in either real or personal property, or any exclusive privileges, nor does it authorize any injury to private property or any invasion of personal rights.

e. Severability

The provisions of this permit are severable, and if any provision of this permit or the application of any provision of this permit to any circumstances is held invalid, the application of such provision to other circumstances and the remainder of this permit shall not be affected thereby.

## PART C

### OTHER SPECIFIC REQUIREMENTS

#### 1. MANAGEMENT AND CONTROL OF COMBINED SEWER OVERFLOWS

Combined sewer overflows (CSOs) are allowed to discharge only in compliance with this permit when flows in combined sewer systems exceed the conveyance or treatment capacities of the system during or immediately after wet weather periods. Overflows that occur without an accompanying precipitation event or snowmelt are termed "dry weather overflows" and are prohibited. CSOs are point source discharges that must be provided with control measures in accordance with the Federal Clean Water Act, Section 402Q, and the 1994 National CSO Policy.

Unless otherwise authorized under Part B of this permit, any discharge from any point other than a permitted treatment outfall or permitted combined sewer system outfall is prohibited. See e.g. Section 301(b)(1)(B) and (C) of the Clean Water Act, 40 CFR 122.44 and 133.102 (relating to limitations, standards and permit conditions; and secondary treatment). In the event there is a prohibited discharge from a sewer conveyance system, report every such discharge to the Department within 24 hours of the discharge and as an attachment to your monthly CSO Discharge Monitoring Report (CSO DMR). Indicate the date of discharge, action taken and volume of discharge 40 CFR 122.41(1)(6) and (7) (relating to reporting requirements).

The point source discharge locations (outfalls) identified on page(s) 2a through 2m of 16 under Part A of this permit serve as known combined sewer overflow locations on the permittee sewer system.

#### A. CONTINUED IMPLEMENTATION OF TECHNOLOGY-BASED NINE MINIMUM CONTROLS

Upon issuance of this permit, the permittee shall continue the implementation of the NMCs, demonstrate system wide compliance with the NMCs and submit discharge monitoring reports and annual reports to the Department with appropriate documentation. The permittee can at any time request to submit a modified or revised NMC report, plan or schedule to the Department for review and approval. The permittee's NMC documentation report is incorporated in this permit.

The Department will use the EPA guidance document entitled "Guidance For Nine Minimum Controls" (EPA 832-B-95-003), dated May 1995, and specific comments provided during review of the NMC documentation reports to determine continued compliance with the CSO permit requirements.

**B. IMPLEMENTATION OF WATER QUALITY-BASED LONG TERM CONTROL PLAN (LTCP)**

The long term goal of the LTCP requirements in this permit is to achieve compliance with the state water quality standards upon completion of the LTCP implementation. Until completion of implementation, the CSO discharge(s) shall comply with the performance standards of the selected CSO controls, when installed, and shall comply with the water quality standards found in Chapter 93, Section 93.6(b). When sufficient CSO-related information and data are available to develop water quality-based effluent limitations, the permit should be revised, as appropriate, to reflect the new effluent limitations.

Upon issuance of this permit, the permittee shall develop and submit to the Department and the ACHD a LTCP in accordance with the schedule outlined in Section F.

Upon Approval of the LTCP by the Department, the permittee shall begin implementation of its approved long term control plan (LTCP). The LTCP, at a minimum, shall incorporate the following requirements:

1. Continued implementation of the nine minimum controls;
2. Protection of sensitive areas (recreation areas, public water supply, unique ecological habitat, etc.);
3. Public participation in developing the LTCP and implementation;
4. Characterization, monitoring and modeling of overflows and assessment of water quality impacts;
5. Evaluation and selection of control alternative - presumptive or demonstrative approach;
6. Implementation schedule and financing plan for selected control options;
7. Maximizing treatment at the existing POTW treatment plant;
8. Post-construction monitoring program plan; and,
9. CSO System Operational Plan.

The LTCP is described in the EPA's guidance document entitled: "Guidance For Long Term Control Plan" (EPA 832-B-95-002), dated September 1995. Using a compliance monitoring program, the permittee shall periodically review the effectiveness of the LTCP and propose any changes or revisions to the LTCP to the Department for review and approval before its implementation.

The permittee shall implement, inspect, monitor and effectively operate and maintain the CSO controls identified in the approved LTCP. The interim implementation schedule for the short term controls shall be in accordance with the approved LTCP. The final

implementation of the LTCP is expected to exceed the life of the current five year permit and shall be consistent with the approved LTCP or where applicable a CO&A or other enforcement mechanism.

### C. MONITORING AND REPORTING REQUIREMENTS

#### 1. Discharge Monitoring Report for Combined Sewer Overflows (DMR for CSOs)

The permittee shall record data on CSO discharges in the format specified in the Department's DMR for CSOs attached to this permit. The data shall be submitted to the Pittsburgh Regional Office of the Department and the ACHD 28 days following a month in which one or more CSO discharges occurred. For CSOs that are part of a permitted POTW, the DMR for CSOs must be submitted with the Permittee's regular DMR. Copies of DMRs for CSOs must be retained by the permittee for at least five (5) years.

#### 2. Annual CSO Status Report

On March 31 of each year, an Annual CSO Status Report shall be submitted to the Department and the ACHD with the annual "Municipal Wasteload Management Report" required by 25 Pa. Code Chapter 94, Section 94.12. A copy of the annual report shall also be submitted to the Ohio River Valley Sanitation Commission (ORSANCO), 5735 Kellogg Avenue, Cincinnati, OH 45228-1112. For a satellite CSO system, a copy of the annual report shall also be provided to the Allegheny County Sanitary Authority (ALCOSAN) providing treatment for its wastewater.

##### i. The Annual CSO Status Report shall:

- a. Provide a summary of the frequency, duration and volume of the CSO discharges for the past calendar year;
- b. Provide the operational status of overflow points;
- c. Provide an identification of known in-stream water quality impacts, their causes, and their effects on downstream water uses;
- d. Summarize all actions taken to implement the NMCs and the LTCP and their effectiveness; and
- e. Evaluate and provide a progress report on implementing and necessary revisions to the NMC and LTCP.

ii. Specifically, the following CSO-related information shall be included in the report:

a. Rain gauge data - total inches (to the nearest 0.01 inch) that caused each CSO discharge being reported in the supplemental DMR for CSOs.

b. Inspections and maintenance

Total number of outfall and regulator inspections conducted during the period of the report (reported by drainage system).

A list of blockages (if any) corrected or other interceptor maintenance performed, including location, date and time discovered, date and time corrected, and any discharges to the stream observed and/or suspected to have occurred.

c. Dry weather overflows

Dry weather CSO discharges are prohibited. Immediate telephone notification to DEP and the ACHD of such discharges is required in accordance with 25 Pa. Code, Section 91.33. Indicate location, date and time discovered, date and time corrected/ceased, and action(s) taken to prevent their reoccurrence. A plan to correct this condition and schedule to implement the plan must be submitted with the DMR for CSOs.

d. Wet weather overflows

For all locations that have automatic level monitoring of the regulators, report all exceedances of the overflow level during the period of the report, including location, date, time, and duration of wet weather overflows.

For all locations at which flows in the interceptors can be controlled by throttling and/or pumping, report all instances when the overflow level was reached or the gates were lowered. For each instance, provide the location, date, time, and duration of the overflow.

**D. AREA-WIDE PLANNING/PARTICIPATION REQUIREMENT**

Where applicable, the permittee shall cooperate with and participate in any interconnected CSO system's NMCs and LTCP activities being developed and/or carried out by the operator(s) of these systems, and shall participate in implementing applicable portions of the approved NMC and LTCP for these systems.

The permittee shall participate in any area-wide CSO Nine Minimum technology-based Controls (NMCs) and Long Term Control Plan (LTCP) being developed by the Allegheny County Sanitary Authority (ALCOSAN), the operator of the treatment plant, and shall participate in implementing the recommendations of such area-wide LTCP.

In addition, the permittee shall in conjunction with ALCOSAN delineate their separate and joint responsibilities relative to CSOs in the system; operation and maintenance of the CSO structures, and implementation of the NMCs and LTCP. Written confirmation of this delineation shall be submitted to the Department and the ACHD not later than eighteen (18) months from the effective date of this permit.

**E. PERMIT REOPENER CLAUSE**

The Department reserves the right to modify, revoke and reissue this permit as provided pursuant to 40 CFR 122.62 and 124.5 for the reasons set forth in 25 Pa. Code Section 92.51(2) and for the following reasons:

1. To include new or revised conditions developed to comply with any State or Federal law or regulation that addresses CSOs and that is adopted or promulgated subsequent to the effective date of this permit.
2. To include new or revised conditions if new information indicates that CSO controls imposed under the permit have failed to ensure the attainment of State Water Quality Standards.
3. To include new or revised conditions based on new information resulting from implementation of the LTCP or other plans or data.

**F. COMBINED SEWER OVERFLOW COMPLIANCE SCHEDULE**

The permittee shall complete the above CSO activities in accordance with the following compliance schedule:

<u>Schedule Activity Description</u>	<u>Compliance Due Date</u>
Continue Implementation of the NMC Reports	Permit effective date
Submit Draft LTCP	36 months after permit effective date
Submit LTCP in Final Form	48 months after permit effective date
Begin Implementation of the LTCP	Upon approval by the Department
Submit Annual CSO Status Report to Department with Chapter 94 Report	March 31 of each year
Submit DMR for CSOs	Within 28 days of the end of a month

# APPENDIX G - CREDIT FOR PRIOR WORK FORM

## CREDIT FOR PRIOR WORK FORM

COA Program Task	System Description	Protocol Compliant Prior Work	Program Scope for Remaining Work										
Physical survey/visual inspection: Structure physical inspection	<p>Number of structures:</p> <table border="1"> <tr> <td>Total</td><td>less</td><td>New *</td><td>=</td><td>Remainder</td></tr> <tr> <td>_____</td><td>_____</td><td>_____</td><td>=</td><td>_____</td></tr> </table>	Total	less	New *	=	Remainder	_____	_____	_____	=	_____	Total number of credited structures: _____	Remaining number of structures to be inspected: _____
Total	less	New *	=	Remainder									
_____	_____	_____	=	_____									
CCTV internal inspection	<p>Length of public sewers in linear feet:</p> <table border="1"> <tr> <td>Total</td><td>less</td><td>New *</td><td>=</td><td>Remainder</td></tr> <tr> <td>_____</td><td>_____</td><td>_____</td><td>=</td><td>_____</td></tr> </table>	Total	less	New *	=	Remainder	_____	_____	_____	=	_____	Total length of public sewer segments with protocol compliant CCTV inspection: _____	Length of segments needing CCTV inspection in linear feet: _____
Total	less	New *	=	Remainder									
_____	_____	_____	=	_____									
Sewer system mapping	<p>Length of public sewers in linear feet:</p> <table border="1"> <tr> <td>Total</td><td>less</td><td>New *</td><td>=</td><td>Remainder</td></tr> <tr> <td>_____</td><td>_____</td><td>_____</td><td>=</td><td>_____</td></tr> </table>	Total	less	New *	=	Remainder	_____	_____	_____	=	_____	Completed mapping in linear feet: _____	Remaining mapping in linear feet to be compliant with protocols: _____
Total	less	New *	=	Remainder									
_____	_____	_____	=	_____									
Sewer system mapping: Structure location survey	<p>Number of structures:</p> <table border="1"> <tr> <td>Total</td><td>less</td><td>New *</td><td>=</td><td>Remainder</td></tr> <tr> <td>_____</td><td>_____</td><td>_____</td><td>=</td><td>_____</td></tr> </table>	Total	less	New *	=	Remainder	_____	_____	_____	=	_____	Total number of credited structures: _____	Remaining number of structures to be surveyed: _____
Total	less	New *	=	Remainder									
_____	_____	_____	=	_____									

\* "New" means new construction that meets the applicable requirements of this Consent Order and Agreement  
Total minus new equals the remainder of the system that is subject to the requirements of this Consent Order and Agreement

COA Program Task	System Description			Protocol Compliant Prior Work	Program Scope for Remaining Work
Sewer system mapping:	Number of trunkline manholes, regulating structures, SSO Outfalls:			Total number of credited structures:	Remaining number of structures to be surveyed:
Structure vertical elevations	Total	less	New * = Remainder		
Sewer system dye testing:	Number of structures:			Total number of credited structures:	Remaining number of structures to be surveyed:
	Total	less	New * = Remainder		
Hydraulic capacity evaluation	Length of trunkline plus length of segment with chronic wet weather problems in feet:			Length of trunkline where evaluation has been performed in feet:	Remaining length to be evaluated in feet:
* "New" means new construction that meets the applicable requirements of this Consent Order and Agreement. Total minus new equals the remainder of the system that is subject to the requirements of this Consent Order and Agreement.					

Submitted by City of Pittsburgh or Pittsburgh Sewer and Water Authority

I certify under the penalty of law that I believe the information provided in this document is true, accurate, and complete. I certify under penalty of law that I am familiar with the information submitted in this document and all attached documents and, to the best of my knowledge, information and belief and based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name  
Title

Date

## APPENDIX H

Resolution of the  
Municipality  
Authorizing signatories to enter into this Consent Order and Agreement



City of Pittsburgh  
Certified Copy

510 City-County Building  
414 Grant Street  
Pittsburgh, PA 15219

State of Pennsylvania

Bill No: 2004-0035

I, Linda M. Johnson-Wasler, the duly appointed Clerk of Council of the City of Pittsburgh, do hereby certify that the foregoing is a true and correct copy of:

Resolution No. 8

Resolution authorizing the Mayor to enter into the Consent Order and Agreement among the City, the PWSA, the Department of Environmental Protection and the Allegheny County Health Department

Whereas, the City owns and has contracted with the PWSA to operate both sanitary sewer systems ("SSOs") and combined sewer systems ("CSS") within the City of Pittsburgh with the ALCOSAN service community (as such terms are defined in the Consent Order and Agreement attached hereto); and

Whereas, the City of Pittsburgh is a municipality subject to regulation under the Clean Streams Law, Act of June 22, 1937, P.L. 1987, as amended, 53 P.S. §§ 691.1-691.1001 ("Clean Streams Law"); and

Whereas, the Pittsburgh Water and Sewer Authority ("PWSA") is a municipal authority formed pursuant to the Authorities Act, the Act of May 2, 1945, P.L. No. 164, as amended, 53 P.S. §§ 301 *et seq.* which is also subject to regulation under the Clean Streams Law; and

Whereas, the Commonwealth of Pennsylvania, Department of Environmental Protection ("Department") is the agency with the duty and authority to administer and enforce The Clean Stream Law; and

Whereas, the Allegheny County Health Department ("ACHD") is a health department organized under the Local Health Administration Law, Act 315 of August 24, 1951, P.L. 1304, as amended, P.S. §§ 12001 *et seq.*, and executes powers and duties vested in it by laws of the Commonwealth, and the rules and regulations of the State Department of Health and other departments, boards, or commissions of the State government; and

Whereas, the Department alleges that the City and the Authority have taken actions in violation of the Clean Streams Law all as described in the Consent Order and Agreement attached hereto; and

Whereas, the City and the PWSA have engaged in an eighteen month process along with the other municipalities that comprise the ALCOSAN service community to obtain compliance with the National CSO policy and the elimination of sanitary sewer overflows which process has resulted in the Consent Order and Agreement attached hereto; and

Whereas, The Consent Order and Agreement requires the inventorying of the City's collection system, assessing the sewers and performing those repairs identified during the assessment that require

immediate attention. In the second phase the City and PWSA agree to monitor the flow within the sewers and implement an operation and maintenance plan for SSO's and the Nine Minimum Controls for CSO's. Additionally, the City and Authority commit to work with ALCOSAN and the other municipalities within our basin group to identify those controls necessary to bring the collection system into compliance with the Clean Water Act; and

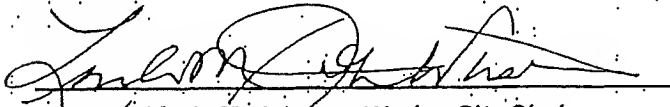
Whereas, under the [ Capital Lease Agreement dated July 15, 1995] the City has delegated responsibility for operation and maintenance of the System to the PWSA and expressly relies on the PWSA's capacity to fulfill its obligation thereunder; and

Whereas, the City acknowledges its obligation to enact appropriate legislation necessary to comply with the Consent Order and Agreement;

Finally, that any Ordinance or Resolution or part thereof conflicting with the provisions of this Resolution, is hereby repealed so far as the same affects this Resolution.

Mayor's Approval Date: January 28, 2004

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of January, A.D. 2004.

  
\_\_\_\_\_  
Linda M. Johnson-Wasler, City Clerk

\_\_\_\_\_  
January 28, 2004

Effective Date

## APPENDIX I

Resolution of the  
Authority  
Authorizing signatories to enter into this Consent Order and Agreement

**NEW BUSINESS**

**Resolution No. 154 of 2003**

**Providing for Consent Order and Agreement with  
The City of Pittsburgh, Commonwealth of Pennsylvania,  
Department of Environmental Protection and  
the Allegheny County Health Department  
for  
Resolution of Wet Weather Sewage Issues.**

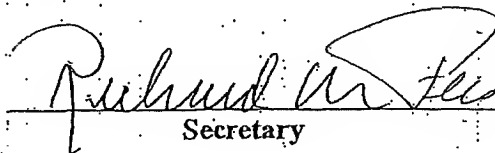
**WHEREAS,** The Pittsburgh Water and Sewer Authority ("Authority") and the City of Pittsburgh, the Commonwealth of Pennsylvania, Department of Environmental Protection and the Allegheny County Health Department have a mutual interest in the resolution of wet weather sewage issues.

**WHEREAS,** the Consent Order and Agreement meets the requirements of the "Authority" and the objectives desired by the Authority; and

**WHEREAS,** "Authority" desires that the Consent Order and Agreement should be implemented in a manner approved by the Authority, the City of Pittsburgh, the Commonwealth of Pennsylvania, Department of Environmental Protection and the Allegheny County Health Department.

**NOW, THEREFORE, BE IT RESOLVED,** that the proper Officers of the Pittsburgh Water and Sewer Authority on behalf of said Authority, are hereby authorized and directed to enter into a consent order and agreement with the City of Pittsburgh, the Commonwealth of Pennsylvania, Department of Environmental Protection and the Allegheny County Health Department. Said consent order and agreement to be in a form approved by the Executive Director and the Solicitor that is substantially the same as the form attached to this Resolution.

**DULY ADOPTED AT A RECONVENED  
MEETING OF THE PITTSBURGH  
WATER AND SEWER AUTHORITY  
HELD ON DECEMBER 19, 2003**

  
Secretary



**EXHIBIT C**





Clifford B. Levine  
Direct Dial 412 394 2396  
Email: clevine@thorpreed.com

ATTORNEYS AT LAW SINCE 1895

April 21, 2004

Bruce M. Herschlag, Esq.  
Assistant Counsel  
Pennsylvania Department of  
Environmental Protection  
Office of the Chief Counsel  
400 Waterfront Drive  
Pittsburgh, PA 15222-4745

Re: Pittsburgh Water and Sewer Authority ("PWSA") and the  
City of Pittsburgh ("City"): Consent Order and Agreement

Dear Mr. Herschlag:

At the request of the Department of Environmental Protection ("DEP"), the Pittsburgh Water and Sewer Authority ("PWSA") and the City of Pittsburgh ("City") are sending this letter to clarify our joint interpretation of Appendix H, Resolution No. 8 to the Consent Order and Agreement between PWSA and the City and the DEP, dated January 29, 2004 and executed by the DEP on or about April 21, 2004 ("COA"). Specifically, the second to last Whereas clause states as follows:

Whereas, under the [Capital Lease Agreement dated July 15, 1995] the City has delegated responsibility for operation and maintenance of the System to the PWSA and expressly relies on the PWSA's capacity to fulfill its obligation thereunder.

Pittsburgh

Philadelphia

Princeton

Wilmington

First, please be advised that the City did not intend that any of the whereas clauses in the Resolution, including the one quoted above, would be incorporated as a substantive term and condition of the COA. Second, the above-quoted clause was merely intended to recite the City's legal position as it relates to PWSA.

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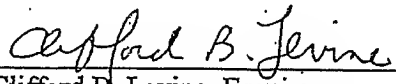
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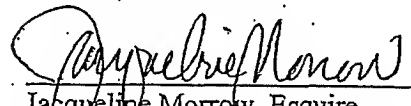
Bruce M. Herschlag, Esq.  
Page 2

April 21, 2004

This whereas clause was not intended, nor shall it be construed, as limiting the City's liability to the DEP to comply with the COA or any related DEP order or permit.

Very truly yours,

  
Clifford B. Levine, Esquire  
on Behalf of the Pittsburgh Water  
and Sewer Authority

  
Jacqueline Morrow, Esquire  
on Behalf of the City of Pittsburgh

CBL/css  
Enclosure.